



CONTRACT NO. 12-0815

For Hazardous Waste Disposal Services

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **EQ Florida, Inc.** (hereinafter "Contractor") to supply Hazardous Waste Services to the County pursuant to County Proposal Number **12-0815** (hereinafter "ITB"), -closing dated May 23, 2012 and Contractor's May 21, 2012 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 10, 2012 through July 9, 2013 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: July 19, 2012

Distribution: Original-Bid File
Copy-Contractor
Copy-Solid Waste



LAKE COUNTY FLORIDA

REQUEST FOR PROPOSAL (RFP) HAZARDOUS WASTE DISPOSAL SERVICES

RFP Number: 12-0815 Contracting Officer: Roseann Johnson
Proposal Due Date: April 25, 2012 Pre-Proposal Conference Date: Not applicable to this RFP
Proposal Due Time: 3:00 PM RFP Issue Date: April 09, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable for this RFP
Certificate of Competency/License:	See Section 1.17
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this RFP

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: EQ Florida, Inc. Phone Number: (813) 495-1060
E-mail Address: curt.debrunner@cqonline.com Contact Person: Curt DeBrunner

Section 1.1: Purpose

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposal.

The County is seeking proposals to provide hazardous waste disposal services. It is the intent of the County to reduce the amount of hazardous waste in the environment and the Solid Waste Stream. The County maintains a permanent household chemical collection site located at 13130 County Landfill Road, Tavares, Florida, which will be utilized in connection with the performance of the household chemical collection program and special waste collection events unless otherwise designated by the County. Services shall include, but not be limited to, identification, packaging, shipping and proper disposal of household hazardous waste/chemicals. Waste will derive from the County sponsored Household Hazardous Waste/Chemical Collection Program. The County will provide an advertising campaign to inform the County's Small Quantity Generators (SQG) of the times and dates of the proposed collection events.

The contractor will also provide hazardous waste collection, identification, transportation, packaging and proper disposal for the Small Quantity Generators (SQG). The cost for these services shall be passed directly to the SQG's who participate in the program and shall be collected by the contractor. A summary report of the SQG participants and quantities received will be provided to the County. Services not specifically identified herein may be added to the contract upon mutual consent of the parties.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Roscann Johnson, CPM, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

The County reserves the right to request best and final offers if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

The County reserves the right to award to multiple vendors. A primary, secondary and third vendor may be awarded contracts.

Section 1.4: Site Visits (Recommended)

Prior to submitting its offer, the vendor is requested to visit the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointments, contact the Public Works Department, Solid Waste Division representative Johnny Taylor at 352.343.3776.

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage,

Earnings and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel_for_unleaded_gas_Florida_PAID_1_Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ($0.12 * 0.10$). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(s) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment - Monthly Invoices

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 12-0815

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is

the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800

TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs. A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Technical Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service have been used within the past three (3) years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal Section:

The Proposer shall organize its proposal into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be

accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Business Hours of Operations

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:01 P.M. and 7:29 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in

conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.18: Clean-Up

Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.19: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.30: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and

Section 1.31: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar

nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.32: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.33: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.34: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.35: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.36: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.37: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

SCOPE OF SERVICES

1. Definitions

Household Hazardous Waste/Chemical Collection (HHWCC) Program - A County sponsored, continuous collection process involving the collection of Household Hazardous Waste and Chemicals delivered to the collection site located at the Lake County Public Works, Solid Waste Division at 13130 County Landfill Road, Tavares, Florida 32778 by individuals, residents and/or materials collected from the Household Hazardous Waste Mobile Collection Unit in accordance with Chapter 62-730 F.A.C.

Qualified Conditionally Exempt Small Quantity Generators (CESQG) are allowed to participate in the HHWCC Program by registration with the County and delivering materials on Wednesdays.

Special Hazardous Collection Events - Periodic collection events scheduled as necessary, to provide disposal opportunities to Small Quantity Generators (SQG) and uniquely targeted groups.

2 Scope of Service

Provide sufficient, competent, trained staff to receive, identify, handle, package, consolidate, store and transport all hazardous waste received and processed as a result of the continuous household hazardous waste/chemical collection program and special collection events initiated by the County. The County reserves the right to remove any material from the waste stream which is collected pursuant to its household hazardous waste/chemical collection program, including consolidation of compatible wastes prior to transport. The minimum requirements for the special collection events are as follows:

A. Traffic Control - Establish a configuration of logistics and personnel which will allow participants in the collection event to drive through the Solid Waste facility without leaving their car. The contractor shall remove the hazardous material from the participant's vehicle. Post signs or other legible instruction to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic and set up separate, clearly designated traffic lanes for CESQG and SQG participants. Provide for the uninterrupted flow of traffic during shed clean out activities.

B. Handling and Packaging of Wastes - Provide on-site, at the County's specified location, services for the safe removal of hazardous wastes from vehicles, interviewing participants on the characteristics of their wastes, and determining the appropriate handling and storage of the wastes during special events (which the County will designate throughout the term of the contract). The material, once properly identified, shall be transported to the contractor's packaging and consolidation area located at the site. This service shall be performed by technicians with the minimum qualifications outlined within this RFP and contract.

C. Temporary Packaging and Consolidation - Select a location at the County's site for the collection of household hazardous waste/household chemicals and establish a temporary packaging and consolidation area. Provide all of the necessary equipment and materials required for setting up and operating the temporary packaging and storage area. Equipment shall be clean, properly maintained and clearly identifiable as belonging to the contractor. Transport all waste accepted during the event to this area for identification, testing, packaging, labeling and temporary storage. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within.

D. Identification of Wastes - Provide identification of all hazardous wastes received at the collection center. Identification shall be sufficient to properly package and label all hazardous wastes pursuant to US DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at a permitted facility approved by the County. Provide all materials and equipment necessary for the proper testing and identification of wastes received during the event. Provide this service through the use of a chemist meeting the minimum requirements for the position as outlined within this RFP.

E. Consolidation of Wastes - Consolidate compatible wastes in order to provide the County with the lowest disposal cost for those wastes; including but not limited to, pouring off, or mixing together chemically compatible liquid oil based paints; pouring off, or mixing together chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil or other flammable or combustible liquids; pouring off, or mixing together chemically compatible liquid pool chlorine or pouring off or mixing together any other material which is chemically compatible and will not change or increase the hazard class or disposal cost of the original materials and would not create an increased risk to employees or participants in the collection events. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which may be supplied by the Contractor. Provide this service through the use of a chemist meeting the minimum requirements for this position as outline within this RFP.

F. Lab Packing - Provide services for the lab packing of hazardous materials for disposal. Lab packing shall be performed at the temporary packaging and consolidation area which shall be established by the Contractor and approved by the County. Each lab pack shall be accompanied by a lab pack list which identifies the individual types, the exact quantities and hazardous contents of the completed lab pack. Supply the County with the lab pack lists upon completion of the lab pack. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within. The minimum amount of packing material and the smallest practicable packaging container which can be safely utilized in the lab packing operation shall be used. Provide this service through the use of a chemist meeting the minimum requirements for this position as outlined within this RFP. Materials to be lab-packed will be provided to the contractor in the original containers.

G. Storage of Wastes - The contractor may, unless otherwise specified by the County; store properly packaged and labeled hazardous waste at the County's permanent storage facility prior to transporting these wastes for disposal. This waste may be stored for a period of no longer than two (2) calendar days. Only wastes which have been accumulated as a result of the household

hazardous waste/chemical collection program may be stored at the County's location. The contractor may store CESQG wastes at the County's facility specified within this RFP.

H. Manifesting of Wastes - Supply and complete a Uniform Hazardous Waste Manifest (US EPA Form 8700-22) in accordance with 40 CFR 262, Subpart B, and comply with the manifesting of 40 CFR 263, for all hazardous wastes collected and packaged during the project or transported from the County, by the contractor, for disposal. The manifest shall adequately describe the contents and amounts of the material being transported and shall comply with all applicable US DOT requirements for the identification of hazardous materials. Identify on the manifest the actual weight or quantity of material listed on the manifest. Contractor is prohibited from making weight or quantity estimates of material identified on the manifest. All containers of hazardous materials shall be labeled with the proper EPA waste identification code and start accumulation date of the container. The contractor shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by the Contractor through the household hazardous waste/chemical collection program and shipped off the County's site for disposal by the Contractor. Copies of all manifests shall be provided to the County upon completion of the collection event.

Prepare any required Land Disposal Restriction forms or documents and provide the County with copies of the completed forms prior to transportation of any material for disposal.

I. Transportation and Disposal - The County estimates it will generate the following types of wastes as defined within this RFP. The management of all wastes shall be limited to the following disposal options listed below. The following codes shall identify the disposal method for each waste using the following codes:

- (T) Hazardous waste treatment
- (L) Hazardous waste landfill
- (I) Hazardous waste incineration
- (F) Fuel blending
- (R) Recycling

J. Transportation of Wastes - Transport all wastes which are approved by the County to hazardous waste facilities identified in the RFP using transporters meeting the minimal insurance and licensing requirements as outlined within this RFP and contract. The contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.

K. Disposal of Wastes - Contractor shall transport and deliver material for disposal to destination facilities which maintain a permit from the Environmental Protection Agency (EPA) or from an Authorized State and which is defined as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR 264. Identify the name, addresses, EPA Identification number, the contact person and telephone number of the facility which will be utilized for disposal of hazardous material. List the facility, the waste code, and the treatment method in which the facility shall employ for each type of waste the facility shall accept. Provide a list of any and all violations, enforcement actions, fines over the amount of \$5,000.00, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation.

Disclose any instance of being denied a permit or license for the conduction of household hazardous waste/household chemical collection in the past three (3) years. The above items must be listed with your response to this RFP. Contractor must ensure that any materials which are generated as a result of the household hazardous waste/chemical collection program be prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264, or delivered to non-hazardous waste incinerators except those authorized to burn hazardous waste fuels, or any such facility which is not licensed to conduct treatment, storage, or disposal of hazardous wastes identified in 40 CFR 264. The contractor shall supply the County with a certificate of destruction for wastes removed. The certificate of destruction shall be supplied no later than ninety (90) days from the removal of the waste. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the certificate of destruction.

L. Recyclable Materials - Separate and segregate materials which can be recycled and select to recycle those materials as the preferred method of disposal. This shall include but not limited to anti-freeze, waste oil, automobile batteries, latex paint or any other materials which may be identified by the contractor or the County.

M. Non-Hazardous Wastes - The contractor shall not, unless otherwise directed by the County, package or dispose of non-hazardous waste or empty containers formally containing hazardous waste which are collected during a household hazardous waste collection event. The County shall provide a container for the disposal of non-hazardous wastes and empty containers collected during the events and the contractor shall place these wastes in this container at the direction of the County.

N. Unacceptable Wastes - Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted within the household hazardous waste/chemical collection program. Contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

O. Title of the Waste - Title to all wastes accepted by the contractor at the site from County, residents and CESQG's for transport and disposal by the contractor shall pass directly from such County resident or CESQG to the contractor upon acceptance of the waste by the contractor at the time of acceptance.

P. Small Quantity Generators - Collect wastes from the County's Small Quantity Generators. The County shall supply a mailing list of SQG's and CESQG's. Establish milk runs or small quantity collection schemes in order to provide economical transportation and disposal costs for the County's SQG's. The cost for disposal of the County's SQG wastes shall be paid by the SQG and the contractor shall be responsible for the collection of funds from the SQG. The contractor shall provide a toll free telephone number for the SQG's to contact the contractor. The SQG shall be charged a rate for disposal which is the same as identified by the contractor within its proposal to the County for the disposal of wastes collected as part of the County's household hazardous waste/ chemical collection program.

Provide at least two (2) workshops per year directed to small quantity generators to provide them with information and to assist them in preparation for participating. The date, time, and a general description of the purpose of the workshops shall be advertised in the local media through the Chambers of Commerce, and through trade associations at least sixty (60) days prior to the date of a collection event. Placement of advertisements shall be approved by the County at least seventy (70) days prior to the date of a collection event. The workshops shall be held at least thirty (30) days prior to the date of a collection event. These workshops shall address topics such as obtaining an EPA identification number, identifying and preparing their waste for collection, collection costs, guidance on waste reduction, and their legal responsibilities as hazardous waste generators. Contractor shall prepare an agenda outlining topics for County approval at least fifteen (15) days prior to the first workshop. The workshops and advertisements shall be conducted and placed at no cost to County or to the participants.

Q. Reports – Within forty five (45) days of completion of the household hazardous waste/chemical collection program pick-up, the contractor shall provide the County the following reports:

1. Date, location and the number of hours of the event and the number of cars, or residents which participated in the event, the type and exact quantity of the material received and the type and quantity of material rejected.
2. Contractor shall match the quantities of material received with the resultant containers which the contractor placed the received material into for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison solid or liquid, etc. Total quantities (in pounds and/or gallons) of each hazard shall be noted.
3. List of materials transported for disposal along with copies of the corresponding manifests with the destination facility and the treatment method for each waste specified.
4. Detailed report of any spills or emergencies which occurred during performances of his services and outline the outcome of any remedial actions taken to include the current condition of the situation.
5. A detailed invoice to the County pursuant to the terms and conditions specified in this RFP and resultant contract.

R. Contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the Contractor shall incur the cost of mailing out a pre-approved flyer.

S. Optional Services - List, with your response to this RFP, any other services, and price schedule associated therewith, that County may, at its option, include within the contract for services.

3. Plans and Procedures

A. Submit and maintain a contingency plan, approved by the County, which adequately describes how to identify and correct any problems which may be encountered during the performance of the duties required within this RFP. The plan must include remedial action provisions, spill prevention and control and emergency responses for hazardous waste transportation.

B. Submit and maintain a site safety plan, approved by the County. At a minimum the plan must include provisions for the proper handling of hazardous materials, worker and participant safety and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment and public and private property.

4. Equipment

Contractor shall provide the following devices and equipment, clearly labeled and identified as belonging to the contractor, for use at the household hazardous waste/chemical collection event:

A. An internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.

B. A device such as a telephone or hand held two way radios which are capable of summoning emergency assistance from police, fire or State or local emergency response personnel.

C. Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert gas or dry chemicals.

D. Spill control equipment including adequate quantities of absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums or any other materials or devices which may be required for the control of spills or releases of material handled by the Contractor.

E. Personnel protective equipment in adequate quantities to outfit all participants in the household hazardous waste/household chemical collection event. Equipment shall provide, at a minimal, the level of protection required for the tasks performed by the Contractor. The Contractor shall have adequate quantities of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self-contained breathing equipment and any other safety equipment required by the Contractor in the performance of his duties relating to the event or in the response to emergency situations.

F. First-aid and CPR supplies and equipment.

G. Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies, or any other material or

supply as might be needed for the receipt, identification, packaging, transportation and disposal of the material collected during the household hazardous waste/household chemical event.

5. Personnel

The County will require a minimum of one (1) project manager, one (1) chemist and two (2) technicians. Where identified in the RFP, personnel shall have the following minimum qualifications and responsibilities:

A. Chemist - Persons identified as chemists shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. Individuals shall have at least two (2) years' experience in conducting household hazardous waste/household chemical collection events and participated in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties. Persons shall have participated in a 40 hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910.

The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste/household chemical collection event.

B. Project Manager - Person identified as project manager shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. At least four years' experience in supervising household hazardous waste/household chemical collection events and participated in the collection, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of its duties. Project manager must have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910. Individuals shall have received first aid and CPR training and be familiar with the emergency application of same.

The responsibility of the project manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the Contractor or subcontractor during the household hazardous waste/chemical collection event and insure compliance to the conditions of the contract. The project manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection events. The project manager shall be responsible for the Contractor's actions in the prevention of spills or releases of hazardous materials and the Contractor's responses to accidents and releases as a result of activities relating to the Contractor or the conduction of the collection of hazardous materials during the household hazardous waste/chemical collection event.

C. Technician - Participation in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910. Technicians shall have at least two (2) years' experience in the collection and proper handling of household hazardous wastes and participated in the collection, identification and manual transporting to the Contractor's consolidation areas, all chemicals and hazardous materials received as part of its collection of hazardous materials at similar household hazardous waste/household chemical collection events.

Technicians shall be responsible for the identification and safe removal of hazardous materials which are delivered by County residents and CESQG's to the household hazardous waste/household chemical collection event site. Technicians shall safely transport these materials to the Contractor's accumulation area and be able to identify potential hazards related to the handling of these materials.

D. Medical Surveillance - All site personnel, including any subcontractor, shall have successfully completed a pre-placement or periodic medical examination prior to their assignment to the project, in compliance with 29 CFR 1910. Identify any proposed subcontractor(s) along with their proposed tasks with your response to this RFP.

6. Emergency or disaster situation

Contractor shall assist the County in case of emergency or disaster situations for cleanup, collection and disposal of hazardous waste at sites determined by the County per the disaster fee schedule. (Contractor shall submit a proposed disaster fee schedule with this RFP.

7. Training

Contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees:

- a. Forty (40) hour OSHA training on an as needed basis
- b. Eight (8) hour refresher course, on an as needed basis, which shall include the Department of Transportation HM181.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request.

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.F.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance

with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover

of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its

contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800 755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: Hazardous Waste Disposal Services**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: April 17, 2012
Addendum #2, Dated: April 20, 2012
Addendum #3, Dated: May 2, 2012
Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 12-0805

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable ProcessVendor will accept payment using the County's VISA-based electronic payment system: ☒ Yes ☐ No**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. none

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: EQ Florida, Inc.
Street Address: 7202 East 8th Avenue, Tampa FL 33619
Mailing Address (if different): _____
Telephone No.: (813) 495-1060 Fax No.: (813) 628-0842 E-mail: curt.debrunner@eqonline.com
FEIN No. 20 - 0414157 Prompt Payment Terms: _____ % 30 days, net _____
Signature:  Date: 5/21/12
Print Name: Curt DeBrunner Title: Account Executive

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☒ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: Roslann Johnson Date: 7-19-12
Printed name: Roslann Johnson Title: Sr. Contracting Officer
Purchase Order Number assigned to this contract for billing purposes: TBD

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form


WORK REFERENCES

Agency	Brevard County Department of Solid Waste Management
Address	2250 Adamson Road
City,State,ZIP	Cocoa, FL 32926
Contact Person	Rita Perini
Telephone	(321) 633-1888
Date(s) of Service	July 2001 to present
Type of Service	HHW shed cleanouts of 3 centers, CESQG collections, electronics recycling
Comments:	

Agency	Collier County Solid Waste Department
Address	3730 White Lake Blvd.
City,State,ZIP	Naples, FL 34117
Contact Person	Al Robertson
Telephone	(239) 252-8484
Date(s) of Service	November 1997 to present
Type of Service	HHW shed cleanout with CESQG, mobile HHW events, electronics pickup & recycling
Comments:	

Agency	Hillsborough County Public Utilities Department of Solid Waste
Address	925 E. Twiggs St.
City,State,ZIP	Tampa, FL 33602
Contact Person	Ernie Mayes
Telephone	(813) 272-5977 ext 43930
Date(s) of Service	June 1990 to present
Type of Service	HHW mobile collection events held weekly throughout year at three sites
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> <p>EQ Florida, Inc.</p> <p>7202 East 8th Avenue</p> <p>Tampa, FL 33619</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>Curt DeBrunner, Account Executive</p> <p>(813) 495-1060</p>
<p>1a. FEIN #</p> <p>20-0414157</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>1b. Year Firm was established 1957</p> <p>1c. Are you a "Not for Profit" 501(c) (3) organization?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If you answered yes, please provide proof.</p>	
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>Curt DeBrunner, Account Executive</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature:  Date: 5/21/12</p> <p>Curt DeBrunner Account Executive</p> <p>(Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> see attached EQ Statement of Qualifications for 9 references	<u>Contact Person:</u> <u>Title:</u>
<u>Completion Date (Actual or Estimated)</u> _____ <u>Project Cost: \$</u> _____	<u>Telephone Number</u>
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

PRICING SECTION

Note: Pricing to include all labor, packing, transportation, disposal, reports, etc. (all inclusive pricing).

A. Bulked Materials

Bulked materials will be provided to the contractor in metal or plastic DOT approved drums. Drums will be labeled with waste type. It is the responsibility of the contractor to verify the identity of the materials before transportation. Price for disposal of bulked materials will be based on a per drum price.

1. Oil base paint	\$ <u>190.00</u> /55 gal drum
Disposal method: <u>Fuel Blending</u>	\$ <u>105.00</u> /35 gal drum
	\$ <u>50.00</u> / 5 gal drum
2. Latex paint	\$ <u>60.00</u> /55 gal drum
Disposal method: <u>Treatment</u>	\$ <u>40.00</u> /35 gal drum
	\$ <u>25.00</u> / 5 gal drum
3. Flammable liquid, non-halogenated	\$ <u>135.00</u> /55 gal drum
Disposal method: <u>Fuel Blending</u>	\$ <u>90.00</u> /35 gal drum
	\$ <u>75.00</u> / 5 gal drum
4. Flammable liquid, halogenated	\$ <u>230.00</u> /55 gal drum
Disposal method: <u>Fuel Blending</u>	\$ <u>170.00</u> /35 gal drum
	\$ <u>75.00</u> / 5 gal drum
5. Flammable liquid poisons	\$ <u>295.00</u> /55 gal drum
Disposal method: <u>Incineration</u>	\$ <u>175.00</u> /35 gal drum
	\$ <u>110.00</u> / 5 gal drum
6. Poisons, B, liquid	\$ <u>295.00</u> /55 gal drum
Disposal method: <u>Incineration</u>	\$ <u>175.00</u> /35 gal drum
	\$ <u>110.00</u> / 5 gal drum
7. Poisons, B, solid	\$ <u>295.00</u> /55 gal drum
Disposal method: <u>Incineration</u>	\$ <u>175.00</u> /35 gal drum
	\$ <u>110.00</u> / 5 gal drum

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 12-0815

8. Dioxin/PCB
 Disposal method: Incineration
 \$ 500.00/55 gal drum
 \$ 280.00/35 gal drum
 \$ 170.00 / 5 gal drum
9. Corrosives
 Disposal method: Treatment
 \$ 165.00/55 gal drum
 \$ 125.00/35 gal drum
 \$ 65.00 / 5 gal drum
10. Oxidizers
 Disposal method: Incineration
 \$ 295.00/55 gal drum
 \$ 175.00/35 gal drum
 \$ 110.00 / 5 gal drum
11. Hazardous waste liquids or solids
 Hazard Class 9 BDAT
 Disposal method: Treatment
 \$ 165.00/55 gal drum
 \$ 125.00/35 gal drum
 \$ 65.00 / 5 gal drum
12. Aerosol cans
 Disposal method: Fuel Blending
 \$ 150.00/55 gal drum
 \$ 100.00/35 gal drum
 \$ 60.00 / 5 gal drum
13. Antifreeze
 Disposal method: Treatment
 \$ 120.00/55 gal drum
 \$ 90.00 /35 gal drum
 \$ 50.00 / 5 gal drum

14. List any surcharges that may apply for special materials or contamination involved with items 1 through 13 above. Example: Surcharges based on percentage of halogens or the water content of flammable liquids.

none

B. Lab packs

Unit price for each waste category shall be based on the total weight of the container and contents. The proposer shall use a Florida State Department of Agriculture Certified Scale(s). The certified scale must be capable of accurately determining the weight of materials with an accuracy of one (1) ounce.

1. Flammable liquid, non-halogenated
 Disposal method: Fuel Blending
 \$ 0.72 l.b.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 12-0815

2. Flammable liquid, halogenated \$ 0.72 Lb.
Disposal method: Fuel Blending
3. Flammable liquid poisons \$ 0.94 Lb.
Disposal method: Incineration
4. Flammable solids \$ 1.32 Lb.
Disposal method: Incineration
5. Poisons, B, liquid \$ 1.08 Lb.
Disposal method: Incineration
6. Poisons, B, solids \$ 1.08 Lb.
Disposal method: Incineration
7. Pesticide/Herbicides, liquid or solid \$ 1.08 Lb.
Disposal method: Incineration
8. Pesticide/Herbicides, liquid or solid \$ 1.08 Lb.
Disposal method: Incineration
9. Corrosives \$ 0.60 Lb.
Disposal method: Treatment
10. Cyanides or sulfides \$ 4.90 Lb.
Disposal method: Incineration
11. Oxidizers \$ 4.90 Lb.
Disposal method: Incineration
12. Dioxin/PCB, Liquid or Solid \$ 2.20 Lb.
Disposal method: Incineration
13. Hazardous waste liquids or solids \$ 1.08 Lb.
Hazard Class 9 BDAT
Disposal method: Treatment

SECTION 4 -- PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 12-0815

14. Latex Paints \$ 0.30 Lb.

Disposal method: Treatment

15. Isocyanates; Mercury Articles or Reactive \$ 4.90 Lb.

Disposal method: Incineration

C. Materials

Contractor must provide all packing and testing materials as part this RFP. The County will provide bulk materials in DOT approved drums. At the discretion of the county, the contractor may be required to provide drums, at the County expense, for materials that are to be lab packed.

Drum Prices (each) \$ 30.00 /55 gal drum

D. Conditionally Exempt Small Quantity Generators (CESQGs) and Small Quantity Generators (SQGs)

Contractor must service CESQG's and SQG's within Lake County and honor the contracted prices throughout the course of the contract. If businesses are scheduled on a run for pickup, the only additional charge that will be incurred be transportation per drum.

\$ 35.00 /55 gal drum



LAKE COUNTY FLORIDA

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ADDENDUM NO. 1

Date: April 17, 2012

Invitation to Request for Proposal (RFP) 12-0815

Hazardous Waste Disposal Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does X does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Invitation to Bid. The information provided herein summarizes discussions at the pre-bid meeting and a response to an associated subsequent question

Questions received:

1. Who is the incumbent for this contract?

Answer: Environmental Quality (EQ)

2. What is the incumbent's current pricing?

Answer: See Attached manifests

3. What were the volumes and number of containers generated and shipped during the last contract year?

Answer: Total: 31.31 tons (183120 lbs.) Quarterly Average Drums processed: 96 per clean out.

4. How much did the County spend on HHW and Special Event collection, transportation and disposal services during the last contract year?

Answer: \$60,000 for Hazardous Waste Locker Cleanout- Lake County HHW designated dates for household collection events internally and return to center. Lake County did not designate Special Event Collections via contracted vendor. We are pending establishing in new contract.

How many collection events were held during each of the last two previous contract years for HHW Events and Special Collection Events? (Please report the number of collection events separately for HHW Events and Special Collection Events.)

Answer: Lake County held 10 HHW in household collections. No Special Collection events done by vendor/ contractor.

What are the frequency and duration of events for both the Household Hazardous Waste (HHW) Collection Events and the Special Waste Collection Events?

Answer: The duration for events will be from 9:00 AM-Noon on designated days

Are the "Special Events" as stated in the RFP being held for the SQG and CESQG? If not, who is the target customer and what is the objective of the "Special Collection Events"?

Answer: SQG and CESQG for businesses and small businesses.

Can the County's permanent household chemical collection site at 13130 County Landfill Road, Tavares, Florida be a fixed location for all of the collection and transportation of waste streams from the HHW events and Special Collection Events including the SQG and CESQG events or do milk runs have to be established for the SQG and CESQG events as stated in the RFP?

Answer: No, the permanent collection site cannot be used as a host. Milk runs must be established for SQG events as stated in RFP.

Regarding pages 2 and 20 of the RFP, will the county be the "bill to" customer for all of the HHW events including the Special Events (which is assumed to include the SQG and CESQG events)?

Answer: CESQG and HHW will be billed to county. SQG will be billed directly to Small Businesses requesting assistance.

Does the county want pricing for the bidder to include providing personnel to staff all HHW events and Special Collection events?

Answer: Yes, send pricing information for providing personnel.

5. Are waste profiles available for the bulk waste streams?

Answer: Yes, Current Vendor has profiles on file. I will forward once I receive them.

6. Please provide clarification on "Poison B" as stated in the RFP, Pricing Section on page 30. Is "Poison B" in reference to the DOT hazard zone designation for packing groups?

Answer: Designated for packing group

1. **Please provide the name of the current contractor and the current price schedule for services being provided.**

Answer: Environmental Quality (EQ)

2. *In Section 2 (Statement of Work), Item 7 on page 24 the RFP states... "Contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees: (1) Forty-hour OSHA training on an as-needed basis and (b) Eight-hour refresher course on an as-needed basis..."* **How many County employees will the successful contractor be responsible for providing training to?**

Answer: 40 Hrs. OSHA Course: 13 Employees
8 Hrs. Refresher Courses: 17 Employees

3. **How many fixed facility shed cleanouts will be anticipated in a calendar year of service?**

Answer: Four (4) Clean Out Per Fiscal Year (September, December, March, June)

4. **Please provide copies of the last three manifests for wastes shipped from the fixed facility (i.e. shed cleanouts).**

Answer: SEE ATTACHMENTS: PDF FORM

5. **How many mobile Household Hazardous Waste/Chemical Collection (HHWCC) events will be anticipated in a calendar year?**

Answer: Twenty-Six (26) Scheduled Events

6. **Please provide copies of the last three manifests for wastes shipped from the mobile HHWCC events.**

Answer: HHWCC events are in house collections returned to main collection center for processing. Scheduled Clean Out covers manifests.

7. **How many mobile special events for CESQG/SQG's will be anticipated in a calendar year?**

Answer: Lake County anticipates two (2) SQG events per year.

8. **What is the average number of CESQG/SQG's that participate in the special events sponsored by the County?**

Answer: Lake County averages CESQG's: 30 monthly processed at HHWCC. Anticipate an average at SQG's: 35 participating in event

9. *In Section 2 (Statement of Work), Item 2R on page 21 the RFP states... "Contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the Contractor shall incur the cost of mailing out a pre-approved flyer."* **How many mailings will be anticipated or required to be mailed?**

Answer: Lake County Anticipate 500 flyer per two (2) events total 1000 flyers

10. In Section 2 (Statement of Work), Item 2P on page 21 the RFP states... "The workshops and advertisements will be conducted and placed at no cost the County or the participants." In what media form and what frequency is the advertisement required to be placed and what has the total cost of the workshop advertisement historically been?

Answer: Newspaper and radio advertisement ran once a week two weeks prior to workshop event. There's no historical data due to first opportunity for workshop event.

11. In Section 4B (Lab Packs) on page 32, Items 7 and 8 appear to be duplicates. Is there a difference between item 7 ("Pesticide/Herbicide, Liquid or Solid") and item 8 ("Pesticide/Herbicide, Liquid or Solid")?

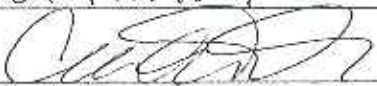
Answer: There's no difference in sentence stated above.

1. The current contracted rates.

Answer: The rates are attached to PDF files

2. Copies of the past 4 invoices for HHW collections in Lake County.

Answer: PDF files attached shows last four (4) invoices

Firm Name: EQ Florida, Inc. Date: 5/21/12
Signature:  Title: Account Executive
Typed/Printed Name: Curt DeBrunner



LAKE COUNTY FLORIDA

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315 WEST MAIN STREET, SUITE 416
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ADDENDUM NO. 2

Date: April 20, 2012

Request for Proposal (RFP) No. 12-0815

HAZARDOUS WASTE DISPOSAL SERVICES

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum X does not change the date for receipt of bids or proposals.

The purpose of this addendum is to postpone the opening date until Addendum #3 can be prepared and posted. A new opening date for this bid will be posted on Addendum #3 at a future date.

Firm Name: EQ Florida, Inc.

Date: 5/21/12

Signature: [Handwritten Signature]

Title: Account Executive

Typed/Printed Name: Carl DeBrunner



LAKE COUNTY

FLORIDA

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ADDENDUM NO. 3

Date: May 2, 2012

Request for Proposal (RFP) 12-0815

Hazardous Waste Disposal Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum X does does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Invitation to Bid. The information provided herein summarizes discussions at the pre-bid meeting and a response to an associated subsequent question

Questions received Vendor A:

1. Where should contractor include costs for requested training? There is no line item for this in the price schedule.

Answer: Please see Section 2; 7. Training; "Contractor to supply at no cost to County."

2. Can you please clarify anticipated frequency and duration of all events the Contractor will be responsible for staffing? It is our understanding the County will provide all staffing at the permanent collection facility which operates 6 days per week as well as for the anticipated 26 annual Mobile Collection Events and the Contractor will provide all staffing for the Special Hazardous Collection Events.

Answer: Lake County will require the contractor to clean out hazardous waste locker once a quarter which is 4 times a year. The vendors staff will process and remove all items and place in approved containers during locker clean out.

3. In the Pricing Section part A. Bulk Materials, it is stated the County will provide the materials to the contractor in DOT approved drums. Yet at the top of the Pricing Section is

says "Note: Pricing to include all labor, packing, transportation, disposal, reports, etc. (all inclusive pricing)." So can you please confirm the County staff will not be providing any labor to package all items in the Bulk Materials section (line items A.1. through A.13)? Is it correct ALL packaging of wastes is to be provided by contractor's staff?

Answer: Lake County will provide 55 gallon drums for processing material and forklift assistance to pull drums from designated area. Lake County will not provide labor to package items. The vendor will provide manpower, packing and processing, labeling.

4. In the Pricing Section, Please confirm line items A.1 through B.14. apply to waste derived from all of the below
- a. the County's permanent collection facility
 - b. the County's Mobile Collection unit
 - c. the Special Hazardous Collection Events

Answer: a. Confirm; b. Confirm; c. Milk run price should be the same as A.1 through B.14

5. If line items A.1 through B.14. of the Pricing Section do apply to waste derived from all 3 types of events, then shouldn't there be a separate line item in the Pricing Section for Mobilization/Event Staffing for the Special Hazardous Collection Events?

Answer: Pricing should apply to all three, however, added a separate line item on new price sheets to help clarify for vendors.

6. Can you confirm the County provides the staff to receive, handle, store waste collected at the County's permanent collection facility and by the County's Mobile Collection unit? Does County or Contractor staff identify, package and consolidate wastes from the permanent collection facility and the Mobile Collection events?

Answer: Lake County Staff member collect waste from mobile events and store it at designated separate hazardous waste lockers every quarter for vendors to identify, pack, and label containers for shipping.

7. Are the Special Collection Events only for CESQGs and SQGs? Or are they also open to County residents for HHW disposal? Who does the County consider as "uniquely targeted groups"?

Answer: Special Collection Events are only for CESQG and SQG (Milk Runs) Business are considered targeted groups.

8. Section 1, page 12, of RFP requires as part of our RFP Tab 2 - Completed Pricing Back-up Section - Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism. Please provide details of what type of supporting documentation The County is requesting?

Answer: This is our standard boilerplate language. We want you to please provide any rough documentation on how you came up with your pricing. We just want to determine if it sounds reasonable.

9. Section 1.16 Business Hours of Operation, page 13, states "No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:01 P.M. and 7:29 A.M. except when such work is necessary for the proper care and protection of the work

already performed, and when permission to do such work is secured from the County Department representative." What are the days of the week and times that the contractor is expected to provide Special Hazardous Collection Events?

Answer: Hours of operation are 7:30 AM - 5:00 PM Special Hazardous Waste Collection will be on Wed, Thurs, or Friday.

10. We would like to request an extension on the bid due date to have sufficient time to prepare a quality Proposal to the County once we have a clear understanding of the County's needs and expectations.

Answer: Yes, A new date will be proposed. See bottom of the addendum for new date.

Questions received Vendor B:

1. Section 4-Pricing Section: There seems to be no line items requesting pricing for: Isocyanates labpack; Mercury Articles or Reactive labpacks. However a review of the invoices provided shows that the County has been charged for disposal of these items by the current vendor. Why is the County currently shipping these items but not asking for pricing in the new RFP?

Answer: Pricing for processing and shipping is based on Line 8 of Section 4 B. Lab Pack # 8 -Pesticide/Herbicides, liquid or solid price.

2. Section 4-Pricing Section: Section C. Materials: The RFP requests a price for 55 gallon drums. There is no price request for 30 gallon drums or 05 gallon pails. A review of the invoices provided shows that the County did not purchase any 55 gallons drums from EQ, however the County did purchase 30 gallon drums and 05 gallon pails. Why is the County currently purchasing these items but not requesting a price for these materials in the new RFP?

Answer: 55 gallon drums are under separate contract. We use a small amount of 30 gallon drums and 5 gallon pails during clean out.

Additional addenda items:

1. Please replace pages 30 through 33 with the new price sheets, PDF file posted under this addendum.
2. New RFP closing date and time will be May 23, 2012 at 3:00 pm.

Firm Name: EQ Florida, Inc. Date: 5/21/12
Signature: [Signature] Title: Account Executive
Typed/Printed Name: Chris DeBruin



THE ENVIRONMENTAL QUALITY COMPANY

CORPORATE OFFICE • 36255 MICHIGAN AVENUE • WAYNE, MICHIGAN 48184 • tel/ 800-592-5489 • fax 800-592-5329

FINANCIAL STABILITY

EQ-The Environmental Quality Company is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs and protect the environment. EQ will set the industry standard for customer service, associate satisfaction and financial stability. EQ has maintained and often exceeded the required average annual tangible net worth figures required by its most conservative customers.

EQ is a privately held organization that utilizes conservative accounting practices, strong profitability and a low debt philosophy to maintain one of the strongest balance sheets in the industry. EQ has more than 50 years of experience in the industry and the financial strength to meet its obligations and indemnify its customers. Revenue in 2010 was \$290M; 2010 ended with \$320M revenue total; and 2012 is anticipated to be comparable.

EQ's business is comprised entirely of waste management activities. To secure these activities, EQ is capable of securing \$50M bonding capacity and has \$50M of pollution liability insurance. Additionally, EQ owns and operates several facilities and service centers across the Eastern United States and, in accordance with Federal and State regulations, has sufficient closure funds secured for each facility.

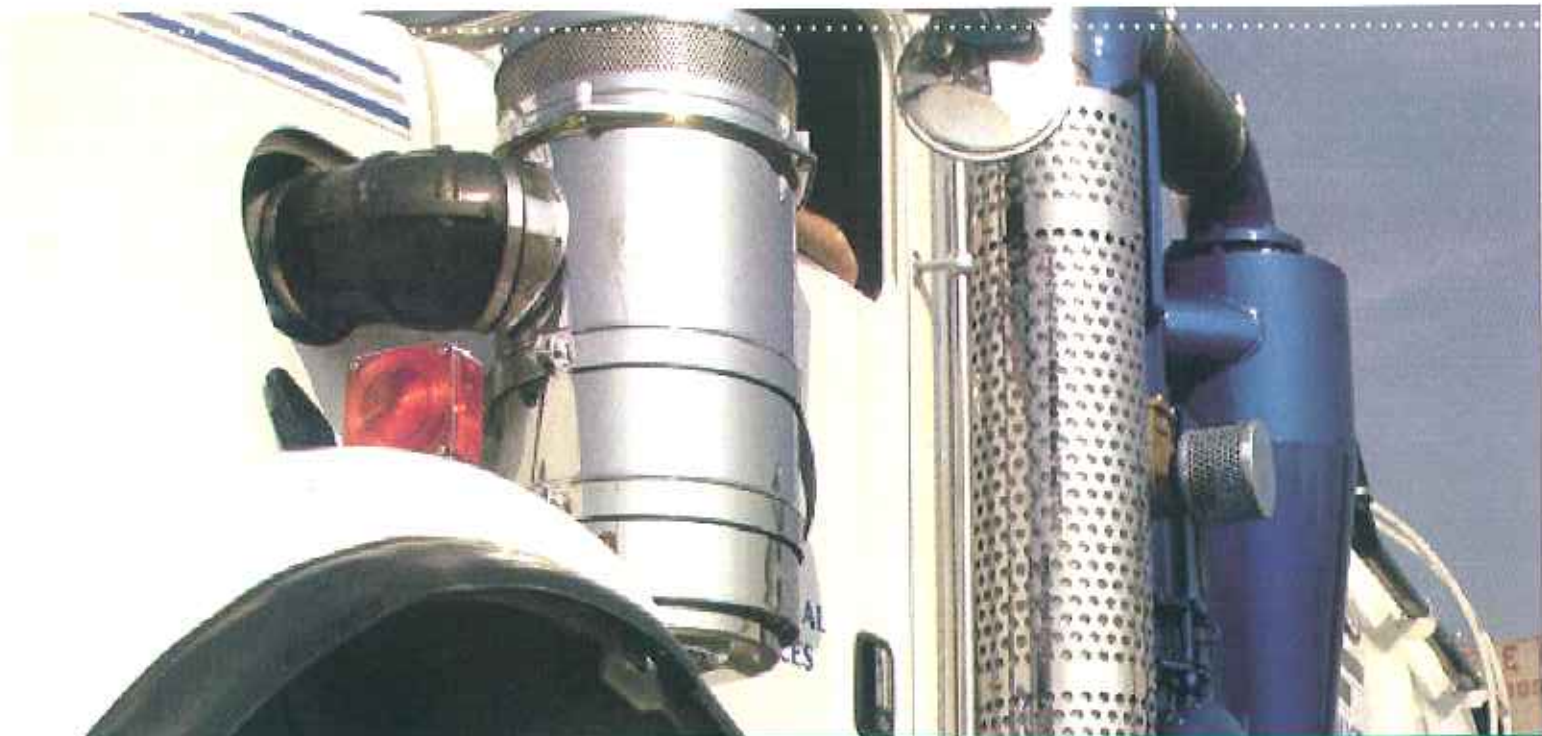


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MISSION STATEMENT



The **EQ Emergency Response Team** is committed to providing national, quality emergency response services to all clients in a timely and cost effective manner while protecting the land, waterways, and health and well-being of the affected communities.

All **EQ Emergency Response Team** activities will strictly follow state, federal and local regulations pertaining to clean-up activities, reporting, and disposal.

OUR PHILOSOPHY

Environmental Quality is more than a name – it's what we do. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements.

We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions.

Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.



EQ IS THE ANSWER



WWW.EQONLINE.COM

COMPANY HISTORY



EQ-THE ENVIRONMENTAL QUALITY COMPANY began in 1957 as an extension of an excavation and sewer installation business. A small landfill in southeastern Michigan – Wayne Disposal, Inc. (WDI) – was opened and strong relationships were built with waste haulers as EQ began operating additional sites:

- 1974** - Michigan Disposal Waste Treatment Plant (MDWTP) was built to provide a waste disposal solution for municipal and industrial wastewater treatment plants that were having a difficult time disposing of their treatment sludge. A modern treatment facility was constructed after the promulgation of RCRA in the early 1980s and today MDWTP is the largest treatment and solidification facility (by volume) in the United States, processing both process and remedial waste streams. MDWTP has also been certified to accept CERCLA (Superfund) waste by the U.S. E.P.A. since 1992.
- 1982** - Wayne Disposal, Inc. (WDI) received its first RCRA permit and currently operates the only commercial hazardous waste landfill in the state of Michigan and the only TSCA permitted landfill in the Midwestern United States. Because of WDI's exemplary safety and compliance record, the company was the first in the nation to secure environmental liability insurance for a hazardous waste landfill facility.
- 1986** - EQ continued to expand its capabilities by acquiring EQ Resource Recovery, Inc. (EQRR). This allowed EQ to add the recycling of organic solvent materials as well as fuel blending, chemical recycling, wastewater treatment and oil-water treatment to its line of services.
- 1997** - EQ Industrial Services, Inc. (EQIS) was launched with the addition of more than 200 pieces of highly specialized industrial cleaning and maintenance equipment. Now EQ could also offer in-plant, industrial cleaning and maintenance services to its customers.
- 1998** - EQ Airport Services (EQAS) was developed as a division of EQRR to provide glycol recycling and storm water management services to aviation clients. Additionally, EQ International Holdings (EQIH) was formed to develop and operate environmental service organizations outside of the United States.
- 2000** - The EQ Managed Services Group was created. This division of EQIS provides in-plant, total waste management programs to large industrial companies.
- 2001** - The EQ Emergency Response Team expanded to provide 24-hour spill response across the United States and Canada. In 2010, EQ's ER division earned revenue over \$30M.
- 2003** - EQ acquired Franklin Environmental Services in Wrentham, Massachusetts. The company was renamed EQ Northeast and provides decontamination, industrial cleaning, remediation, emergency response, asbestos abatement, waste transportation and waste disposal services.
- 2004** - EQ acquired the assets from several US Liquids locations. EQ Detroit, Inc. gives EQ additional treatment capacity and operational flexibility in the highly industrialized upper Midwest. EQ Florida, Inc. is a RCRA Part B permitted TSDF that provides lab pack, HHW and LTL logistical services for industrial and municipal clients in the southeast. EQ Augusta Inc. located in Georgia, is a non-hazardous wastewater treatment plant. And EQ Mobile Recycling Services, Inc. is a fleet of mobile solvent recycling trucks serving industrial clients in the eastern half of the country.



COMPANY HISTORY



2006 - EQ acquired the assets of Angus Tank Cleaning Corporation of New Jersey. Angus has over 30 years of experience focused on cleaning petroleum and chemical tanks and provides a wide range of additional services, including waste disposal, emergency response and industrial maintenance services. The acquisition further strengthens EQ's eastern United States marine terminal operations. Angus services several major petroleum terminals around New York Harbor including a 520-acre Bayonne facility in the largest chemical distribution point on the east coast. Angus' experience, quality reputation and strong client base compliment EQ's existing service capabilities. This addition continues a trend of strategic acquisitions and greenfield startups that has given EQ a national presence.

2008 - EQ Dallas was opened as a gateway to providing quality environmental services in the western half of the country. As EQ's customer base continues to expand nationally, this strategic growth will continue to enhance EQ's service capabilities. EQ Dallas provides consolidation of non-bulk loads, drum management services, transportation and hazardous/nonhazardous waste disposal.

The EQ Baltimore Service Center was also added in 2008 to handle the ever increasing demand for environmental services in the Northeast. EQ Baltimore operates with a fully trained and experienced staff, utilizing an extensive fleet of specialized equipment to handle all levels and types of environmental services. EQ Baltimore provides hazardous and non-hazardous waste transportation and disposal, including bulk tanker and drum quantities; industrial cleaning and maintenance services; site remediation services, including turnkey project management of contaminated sites; UST and AST remediation services; lab packing and small quantity chemical management services.

2010 - EQ acquired Envirite, which included all waste treatment, transportation, service and recycling operations at Envirite of Ohio (Canton), Envirite of Illinois (Harvey) and Envirite of Pennsylvania (York). With over 35 years of experience, Envirite specializes in the treatment and recycling of metal bearing liquids and solids. This includes contaminated solids, debris, liquid and dry waste recovery. Services provided by Envirite include inorganic solid and liquid waste, transportation services, drum waste management, metals recycling, technical services and remediation services. Envirite also possesses a unique federal delisting certification at its three facilities. This delisting is the result of demonstration to the EPA that Envirite's proprietary treatment process converts fifteen types of listed inorganic waste into non-hazardous residues. The facilities are now known as EQ Ohio, EQ Illinois and EQ Pennsylvania.

EQ also acquired a hazardous waste treatment facility from A Clean Environmental (ACE) in Tulsa, OK. This facility is a RCRA permitted hazardous waste treatment, storage and disposal facility that can accept and manage nearly all waste types and waste codes in drum and bulk containers. This includes treatment of both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded chemicals, rinse waters, degreasers, coolants and other processing waste suitable for on-site treatment. Other services offered include transportation, emergency response and industrial cleaning. The facility is now known as EQ Oklahoma.

2010 - EQ continues to be the leader in the environmental services industry. We use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment. EQ has the flexibility to tailor its services to meet the needs of our customers and to ensure superior service. This combination of historical presence, technical innovation and flexibility has defined EQ's commitment to setting the industry standard for customer service, associate satisfaction and financial stability.



COMPANY HISTORY



CURRENT POSITION

By strengthening its Customer Experience Management (CEM) and maintaining a complete customer-oriented approach, EQ has been able to:

- *Set a new industry standard (3-5 days) for waste approvals*
- *Decrease truck turnaround time at EQ sites*
- *Virtually eliminate pricing and invoicing errors*
- *Establish the first regular customer survey in the industry*
- *Increase overall customer satisfaction.*

Of course, there are many other accomplishments that EQ is proud of and our highly qualified team of professionals is committed to continuous improvement. EQ and its associates continue to set new standards for the waste management industry and gain recognition for the company as the industry leader in quality and total customer satisfaction.



RELATED COMPANIES



EQ – THE ENVIRONMENTAL QUALITY COMPANY is a single source environmental services organization that utilizes over **50 years of experience** operating fixed-base industrial waste management facilities to provide a full range of recycling, treatment, disposal, remediation and in-plant services. The privately held organization, based in Wayne, Michigan, has annual revenues approaching **\$250 million** from its US and international operations and is one of Michigan's largest environmental services companies.

The organization employs approximately 800 technicians and environmental professionals, working at 24 locations in both the United States and offshore affiliates.

THE EQ FAMILY OF COMPANIES

EQ AIRPORT SERVICES is a full-service storm water management and environmental services partner utilizing unique programs to fit the special needs of each aviation client. This division of EQRR has designed, constructed and currently operates deicing fluid collection and on-site processing systems at Salt Lake City and Pittsburgh International airports. EQAS also manages the deicing fluids from many other major airports within the Great Lakes Region, including Detroit, Cincinnati, Grand Rapids, Cleveland and Albany. This fluid is recycled into a >99% pure material that is sold to various industrial users.

EQ AUGUSTA, INC. provides non-hazardous wastewater treatment for industrial clients. Based in Augusta, Georgia, the facility was recently updated to comply with the Federal Centralized Wastewater Treatment discharge standards.

EQ DETROIT, INC. offers essential treatment services for hazardous and non-hazardous liquids, solids, sludges, and debris. The facility is a RCRA Part B permitted facility that can handle nearly all federal and state of Michigan waste codes. EQ Detroit treatment technologies include oil/water separation, chemical oxidation, and biological and chemical precipitation. The stabilization plant consists of seven large treatment vaults, which are accessible by truck and rail. EQ Detroit is ISO 9001/14001 certified.



EQ EMERGENCY RESPONSE has the resources to handle hurricane and flood related damages as well as emergency spills from start to finish - from spill reports, profiling and waste analysis to treatment and disposal options. Trained, experienced professionals staff our Emergency Response Service 24-hours a day, 7 days a week. EQER services are available nationwide and can also provide product transfers, spill contingency planning, and yearly service agreements. EQER is ISO 9001/14001 certified.

EQ FLORIDA, INC. offers a single source option for your waste management needs. This RCRA Part B facility can manage nearly all waste codes and specializes in lab packing, small quantity services including LTL, and household hazardous waste management. Additional services include remediation and industrial cleaning and maintenance.

EQ ILLINOIS is a technological leader in the treatment of inorganic wastes and metals recycling services. EQIL services a wide range of generator companies nationwide who depend on us for our innovative treatment technology, competitive prices, unsurpassed customer service, reliable transportation and lab services, and consistently proven results. EQIL's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residues. As a result, RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ IS THE ANSWER



WWW.EQONLINE.COM

RELATED COMPANIES



EQ INDUSTRIAL SERVICES, INC. is a turnkey environmental services company, specializing in industrial cleaning and maintenance, waste transportation, and environmental management services. EQ's On-Site Services Group, Remediation Services, Emergency Response Services, Systems Installation Management Group and Regional Service Centers are all divisions of EQIS. EQIS is ISO 9001/14001 certified.

EQ MANAGED SERVICES provides Total Waste Management programs, which delivers volume and cost reductions by focusing on the "Reduce, Reuse, Recycle" philosophy. This division also implements and manages Environmental Management Systems (EMS) for companies that are registering for ISO 14001. EQ MANAGED SERVICES also provides Lab Packing services as well as Household Hazardous Waste collection events across Michigan.

MICHIGAN DISPOSAL WASTE TREATMENT PLANT is the largest stabilization and treatment facility in North America (by volume) with the ability to process hazardous and non-hazardous materials through stabilization, chemical oxidation/reduction, deactivation, encapsulation and other permitted technologies. MDWTP manages more than 600 federal and state waste codes. The plant also features a Regenerative Thermal Oxidation (RTO) system and is the only treatment and stabilization facility in North America that is fully compliant with RCRA Subpart CC emissions standards. This allows MDWTP to treat organic waste streams with high concentrations of Volatile Organic Compounds (above 500 ppm) for much less than the cost of incineration. MDWTP is ISO 9001/14001 certified.



EQ MOBILE RECYCLING SERVICES, INC. operates a fleet of mobile solvent recycling stills that provide on-site recycling services throughout the eastern United States. The trailer-mounted stills are self-contained units that perform solvent distillation at the point of generation. Waste solvents are processed in 500-7500 gallon batches and clean solvent is returned to the operation.

EQ NORTHEAST, INC. has been a leader in the transportation and remediation of hazardous wastes for over 25 years. EQNE's environmental expertise extends to all types of remedial actions including contaminated soil excavation, underground storage tank removal and installation, chemical lagoon closures, facility decontamination, PCB abatement and radioactive material containment, excavation, and removal.

EQ OHIO is a technological leader in the treatment of inorganic wastes and metals recycling services. EQOH's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ OKLAHOMA is a RCRA permitted TSD facility that can manage nearly all waste codes in drum and bulk containers. The facility consists of treatment operations for both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded commercial chemicals, rinse waters, degreasers, coolants, wastes suitable for fuel blending, petroleum contaminated waters, and other wastes suitable for treatment on-site.

EQ IS THE ANSWER



WWW.EQONLINE.COM

RELATED COMPANIES



EQ PENNSYLVANIA specializes in a delisting process which converts hazardous inorganic wastes into non-hazardous residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized. EQPA also specializes in the recovery of valuable metal residues from selected waste streams. Working with CD&E Refining, EQPA is able to recover precious metals at a fully permitted, dedicated onsite building

EQ REMEDIATION SERVICES provides a variety of specialized remedial and in-plant services designed to meet specific customer needs. These services include site assessment, remedial action planning, waste sampling, remediation, CERCLA closure requirements, liability buyout and assumption projects, and Brownfield redevelopment.

EQ RESOURCE RECOVERY, INC. is a RCRA Part B approved, ISO 14001 certified, fuel blending and chemical recycling facility. EQRR custom blends hazardous wastes with high BTU values into an alternative fuel that is used by cement kilns. The facility also uses thin film evaporation and fractional distillation technologies to recycle high value industrial solvents like paint thinner. These solvents are resold to industrial users at a cost that is approximately 30% lower than new solvents. EQRR has expanded its service line in recent years in response to customer demand, adding non-hazardous wastewater treatment and oil-water separation capabilities.

EQ SERVICE CENTERS provide nonhazardous waste processing via phase separation, bulking and disposal; universal waste sorting, bulking and final disposition; ten day transfer for nonhazardous, non-regulated and hazardous materials; RCRA empty drum handling; and scrap metal recycling. This division of EQIS has locations in Detroit, MI; Indianapolis, IN; Atlanta, GA; Wrentham, MA; Baltimore, Maryland; and Dallas, Texas.

EQ SYSTEMS INSTALLATION MANAGEMENT offers a broad range of systems installation options such as Remediation System Installation, Environmental Site Clean-Up, and UST and AST Services. Our staff of technical professionals is committed to continuous research, training, and development to ensure that your project meets or exceeds environmental and OSHA requirements.

WAYNE DISPOSAL, INC. is the only commercial hazardous waste landfill in Michigan and the only landfill in EPA Region V permitted to accept PCB contaminated wastes. WDI's state-of-the-art containment cells feature double composite liners comprised of natural clay, two 80-mil HDPE plastic liners and two leachate collection zones. WDI is ISO 9001/14001 certified.

EQ SERVICES

To support these operations and service lines, EQ has assembled a nationally recognized team of professionals in areas of operations, management, treatment technologies, industrial cleaning, regulatory compliance, health and safety, information systems, and other related functions. EQ associates have developed systems to profile, characterize, approve, and receive 500,000 gallons of waste and 1000+ containers from hundreds of generators daily. The tracking and record keeping system prepares and tracks approval, processing, and manifest records from over 8,000 active files daily.

EQ managers and associates are members of committees and associations that affect the development and implementation of numerous compliance and regulatory concerns. These systems and resources are functional and in place now to support EQ customers.

Through the operation of numerous fixed-base permitted hazardous waste TSDF's, accumulation storage areas, and satellite accumulation sites, EQ has vast experience with federal, state and local requirements. To support these operations EQ maintains systems for the purchase and management of all equipment, supplies, repair, maintenance and fabrication needed for real time, cost effective operations.

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SCOPE OF SERVICES



In-Plant Services

Total Waste/Resource Management
Drum Pad Management
Wastewater Facilities Maintenance
Preventative Cleaning & Maintenance
Equipment Cleaning
Pollution Prevention

Industrial Cleaning & Maintenance

Wet & Dry Vacuuming
Vacuum Sweeping
Water Blasting (3,000-36,000 psi)
Sewer & Drain Cleaning
Pit, Tank & Process Pipe Cleaning
Paint System Cleaning
Duct & Plant Air System Cleaning
Confined Space Entry

Waste Transportation

Stainless Steel Vacuum Tankers
Bulk Liquid Tankers
Dump Body Vac Trucks
Roll-Off Systems (open & closed top)
Vac-On Boxes
Frac Tanks
Drum & Container Hauling

Sewer Maintenance

Jet Rodder Cleaning
Video Inspection

Landfill Services

RCRA Disposal
TSCA Disposal
NORM/TENORM Disposal
Subtitle D Disposal (off site)

Remediation Services

Site Assessment & Surveying
In-Situ Treatment
Excavation
Solidification
Dewatering
Facility Decontamination
Transportation
Recycling, Treatment & Disposal
Site Restoration
Brownfield Redevelopment
UST Removal
Project Management

Emergency Response

24-hour Spill Response
Level A, B, C Protection
Product Transfers
General Railcar Maintenance
Spill Contingency Planning
Yearly Service Agreements
Nationwide Service Contracts

Waste Treatment

Stabilization
BDAT Treatment
Chemical Oxidation
Chemical Reduction
Deactivation/Neutralization
Micro & Macro Encapsulation
Pozzolonic Stabilization
Subpart CC Treatment
Thermal Desorption
Delisting of Hazardous Waste

Healthcare Solutions

Pharmaceutical Waste
DEA II-V Controlled Substances
Lab Packing

Resource Recovery

Metals Recycling
Chemical Recycling
Oil-Water Separation
Oil Recycling
Wastewater Treatment
Fuel Blending
Aircraft Deicing Fluid Recycling

Specialized Services

Lab Packing
Waste Sampling & Analysis
Manifesting & Labeling
RCRA/TSCA/DOT Training
Waste Minimization Studies
Regulatory Compliance
Household Hazardous Waste

Service Centers

Indianapolis, Indiana
Atlanta, Georgia
Detroit, Michigan
Wrentham, Massachusetts
Baltimore, Maryland
Dallas, Texas

Universal Waste

Pack Back Mail-back Program

Retail Waste Solutions

Waste Characterization
Waste Classification
Compliance Program
Real-time IT Data
Segregated Waste Program
Exterior Beautification



EQUIPMENT INVENTORY



HEAVY EQUIPMENT

Road Sweeper
Jet Rodder/Vactor
Semi Tractors
Excavator
Backhoe
Skidsteer

OTHER EQUIPMENT

Mobile Communication
Air Compressor
Portable Oil Skimmer
Generator
Portable Light Units

BOXES

20/30 Yard Roll-Off Boxes
20 Yard Vac-On Boxes

SPECIALIZED EQUIPMENT

A-Kit
B-Kit
C-Kit
Mercury Vacuum
Transfer Trailer
Supply Trailer
Boom Trailer
Power Vac w/Flame Arrestor
Barrel Skimmers
Emergency Transfer Equipment
Haz-Cat Kit
Hydrocarbon Test Kit
Air Van

PUMPS

Diaphragm Pumps
Submersible Pumps
Trash Pumps
Stainless Steel Drum Pump
Hand Pumps

TRANSPORTATION VEHICLES

Steel Pump Truck w/Dump
(3,000gal)
Stainless Steel Pump Truck
(3,000gal)
Stainless Steel Turbo-Vac
(3,000gal)
Steel Power Vac Tank Truck
(3,000gal)
Stainless Steel Tanker
(5,000gal)
Stainless Steel Vac Tanker w/Dump
(5,000gal)
Stainless Steel Tanker w/Dump
(5,000gal)
Steel Barrel Tanker w/Gear Pump
(6,000gal)
Stainless Steel Tanker w/Dump
(8,000gal)
Steel Tanker
(9,000gal)
Vacuum Tanker
(11,000gal)
Steel Tanker w/Gear Pump
(13,800gal)
Box Van w/Lift Gate
Roll-Off Straight Truck
Dump Truck
Gravel Train

OTHER VEHICLES

Stake Truck
Stake Truck w/Lift Gate
Pick-Up Truck
Mechanics Truck
Air Van
Storage Tanks
Poly Tanks (4,000gal)
Frac Tanks (20,000gal)
Portable Secondary Containment

AIR MONITORING EQUIPMENT

Photoionization Detector
Draeger
pH Meter
5-Gas Detector
4-Gas Detector
Jerome Meter

TRAILERS

Dump Trailer
Box Trailers (48'-53')
Roll-Off Trailers
Flat Bed
Mobile Office
Storage Trailers
Equipment Trailers
Air Support Trailers
Boom Trailers

RAILCAR EQUIPMENT

Rupture Discs
Transfer Valves
Transfer Equipment
General Service

PPE

Level A
Level B
Level C
SCBA's
Supplied Air

POWER WASH EQUIPMENT

Landa Power Washers
10K Water Blaster
20K Water Blaster
Spin Jets 10,000 & 20,000



LAB CAPABILITIES



STANDARD TESTING

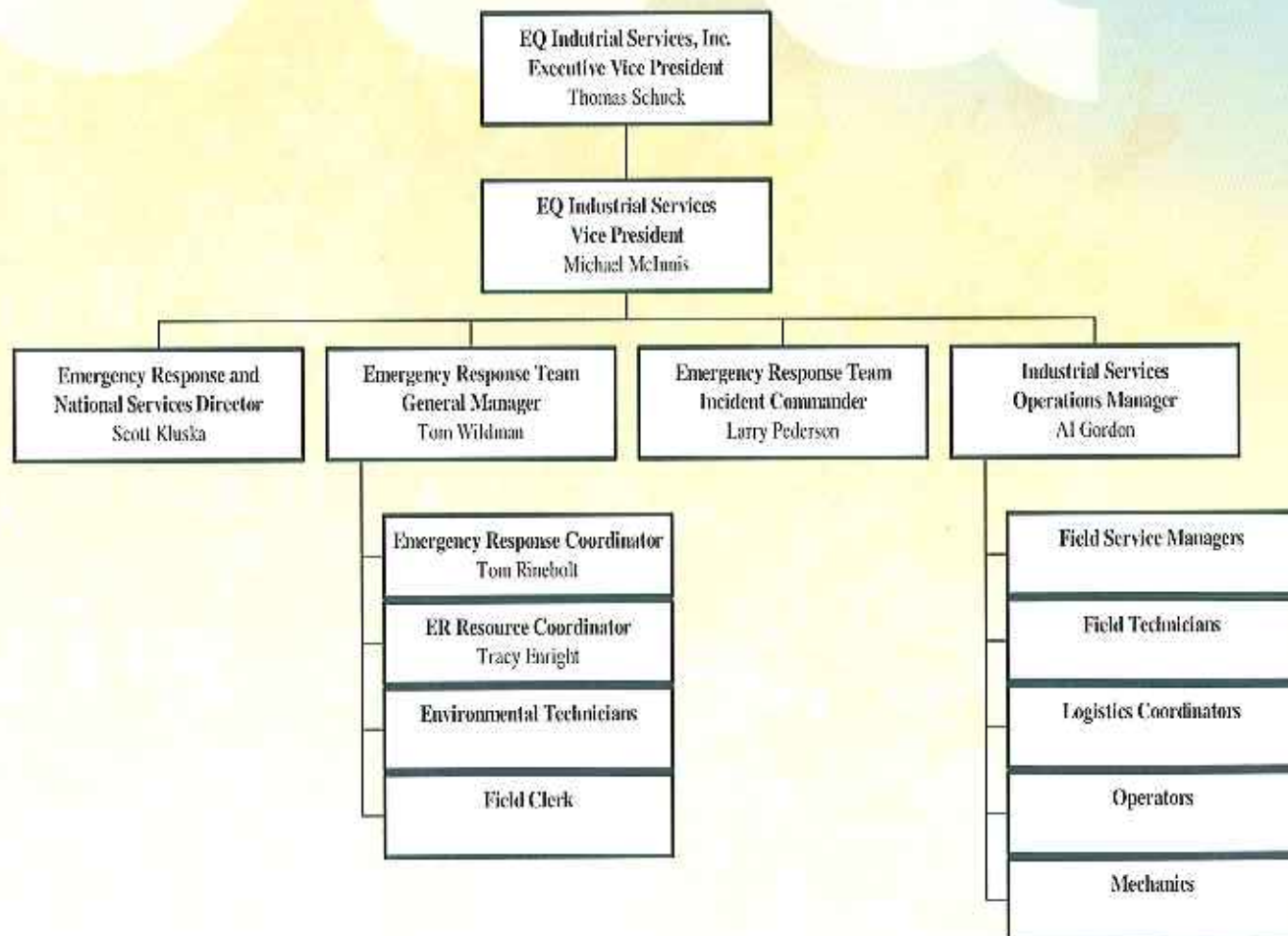
Acidity
BTEX
Cyanide (Amendable)
Cyanide (Reactive)
Cyanide (Total)
Flashpoint
Free Liquids
Metals TCLP (10 EPA & DEQ)
Metals TCLP (Single)
Metals Total (10 EPA & DEQ)
Metals Total (Single)
Odor Screen
Odor Screen (refinery waste)
Oxidizer Screen
pH
PNA
Reactive Sulfide
Reactivity with treatment reagents
TOC
PCB's Total
Pesticides Total
TOX

WASTE CODE SPECIFIC TESTING

D004-D011
D012-D017, D020, D031
D018-D019, D021-D022
D023-D026
D027-D030
D032-D043
F001-F005
F006-F012
F019
F032
F034
F035
F037-F038
F039 (Organics Less Dioxins)
F039 (Metals Only)
K001
K002-K008
K011-K022
K023-K024
K028-K034
K035
K048-K073
K061
K062
K083-K087
K088
K095-K096
K097-K098
K101-K104
K105
K111
K117-K136
K141-K148
K148-K151
K161
K170
K171
U codes single component



TEAM MEMBERS



TEAM MEMBERS



THOMAS R. SCHUCK

EXECUTIVE VICE PRESIDENT OF EQ INDUSTRIAL SERVICES, INC.



Thomas R. Schuck brings nearly 30 years of business and financial experience to his position as executive vice president of EQ Industrial Services, Inc. where he has operational responsibility for a comprehensive line of environmental service companies that generate approximately \$150 million in annual revenue.

Schuck joined EQ in 1998 as chief financial officer to oversee all EQ financial operations as well as human resources, information systems and procurement.

Prior to joining EQ, Schuck held the position of controller and vice president of administration for Murray's Discount Auto for 14 years and was instrumental in the chain's addition of 61 new retail stores during his tenure.

Schuck played an important part in their growth by managing the financial group and directing the human resources, information systems, inventory control, and sales audit functions. Prior to this, he worked as a supervising senior CPA for a national public accounting firm for 4 years.

Schuck earned a Bachelor of Science degree in Business Administration from Central Michigan University, majoring in Accounting. He is a member of the American Institute of Certified Public Accountants (AICPA) and the Michigan Association of Certified Public Accountants (MACPA).

MICHAEL MCINNIS

VICE PRESIDENT OF EQ INDUSTRIAL SERVICES, INC.



Michael McInnis has over 20 years of experience at EQ leading up to his current position as vice president of EQ Industrial Services, Inc. In this position he is responsible for Industrial Service Operations in Michigan and Ohio along with EQ's Nationwide Emergency Response division.

McInnis joined EQ in 1986 working as a manifest agent, scheduler, and customer service representative. From 1993 to 1997 he was an account executive with EQ Resource Recovery, Inc. being promoted to sales manager in 1998.

McInnis has extensive experience with fuel blending, solvent recycling and wastewater treatment as well as operational experience at TSDFs. He was instrumental in opening an alternative fuels delivery system at St. Mary's Peerless Cement in Detroit in the late 1980's.

In 1999 he joined EQIS as the sales and business development manager and in 2001 he shifted his focus to operations, becoming the general manager of EQIS. In June 2001 he was promoted to vice president of EQIS.

McInnis attended Ferris State University before joining EQ and has completed various professional training courses, including HM181, HAZWOPER 24-hour Training, Confined Space Entry, and OSHA Health & Safety Training. He is also the Executive Management Representative for EQIS's ISO program.

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TEAM MEMBERS



TOM WILDMAN

GENERAL MANAGER – EMERGENCY RESPONSE SERVICES

Tom Wildman began his career with EQ's Emergency Response Team in 1998 and is responsible for sales, regulatory reports and training of field personnel as well Emergency Response actions. In 2000 Wildman was promoted to Emergency Response General Manager. He is currently also responsible for the continuous development of the ER division.

Mr. Wildman began his environmental career in 1983 as a technician with OHM Corporation working on planned remediation jobs that included on-site water treatment and drum sampling on Superfund sites and emergency responses. He soon began working for the Emergency Response Group exclusively. He worked as a general foreman at OHM on everything from small spills along highways to chemical plant explosions, large oil spills and train derailments. As part of the ER group he performed product transfers involving barges, railcars and highway tankers, including explosive materials. His duties also included working closely with regulatory personnel from government agencies, health and safety, air monitoring, and crew supervision. Mr. Wildman has responded to over 2,000 emergencies through out the United States and Canada.

In 1996, Mr. Wildman was the acting supervisor to 12 responders during OHM's emergency response to a 16-car train derailment in Sandusky, Ohio. The derailment caused the release of over 10,000 gallons of linseed oil and 15,000 gallons of corn syrup in the vicinity of Lake Erie. He worked with many regulatory agencies on site (e.g., US Coast Guard, OH EPA, EPA) to effectively remediate this high profile site. Contaminated soil was excavated and transported to a non-hazardous disposal facility. Spilled product was collected in sumps in a recovery trench constructed by Mr. Wildman and the OHM response team.

Mr. Wildman also supervised the cleanup of a 35-car train derailment in Greenwich, Ohio in 1993. The derailment caused over 10,000 gallons of diesel fuel to be released. Response activities included digging interceptor trenches to prevent the diesel fuel from going into a nearby creek. The project also involved the excavation and disposal of diesel-impacted soil. Since many of these excavations were performed in residential areas, Mr. Wildman participated in a public meeting to inform the residents of these activities. He also coordinated closely with the OH EPA and county regulatory agencies.

From 1991-1993, Mr. Wildman was the General Foreman on an incident in Ohio. Under his direction, OHM personnel constructed a recovery system to collect over 20,000 gallons of spilled lube oil using an oil and water separator. He worked closely with representatives of the city because the water was released into the city's sanitary sewer system. Bioremediation was used to treat an area affected by the release of corn syrup. OHM was also responsible for all site restoration activities.

Mr. Wildman earned his Associates degree in Fire Science from Pikes Peak Community College. His certifications include:

- OSHA/HAZWOPER 40-hour training
- Emergency Response Technician
- Emergency Medical Technician
- Certified Fire and Safety Inspector
- Tank Car Specialist
- EPA Region 5 EPCRA/CERCLA Inspector
- Confined Space Entry
- Confined Space Rescue
- Advanced Railcar Emergency Response



TEAM MEMBERS



THOMAS H. RINEBOLT

INCIDENT COMMANDER/ EMERGENCY RESPONSE COORDINATOR

EXPERIENCE SUMMARY:

Tom Rinebolt has more than 23 years of on-scene experience in emergency response and hazardous waste site remediation. Since 1986, he has worked as a Response Manager and Construction Supervisor on major Federal removal and remediation programs including the US EPA Region V Emergency Response Cleanup Services contracts, USACE Total Environmental Cleanup Contract (TERC), and Several US Air Force Remedial Action Contracts (RAC).

PROJECT EXPERIENCE:

- Train derailments
- Railcar transfers
- Drum characterization & removal
- Facility decontamination
- Building demolition
- Transportation & disposal
- Asbestos abatement
- Soil excavation
- In-situ soil treatment
- Water treatment
- Facility fires
- Natural disasters

SITE DUTIES:

- Site supervision
- Project management
- Daily safety meetings
- Perimeter & personal air monitoring
- Health & safety oversight

EDUCATION AND CERTIFICATIONS:

Ohio State University ATI, Wooster, Ohio
University of Findlay, Findlay, Ohio
U.S. EPA Response Manager, Region V
OSHA 40-Hour Health & Safety Training
OSHA 8-Hour Refresher Training
OSHA 8-Hour Supervisors Training
Radiation Worker II Training
Advanced Rail Car ER Training

DIRECT SUPERVISION:

- Up to 80 personnel
- Field supervisors
- Foremen
- Sample technologists
- Recovery technicians
- Equipment operators
- Chemists
- Geologists
- Chemical engineers
- Transportation coordinators
- Disposal coordinators
- Sub-contractors

Work Plans:

- Site-specific work plans
- Health and safety plans
- Staffing plans
- Sampling & analysis plans

OPA-90 Inland ER Training
HM126F General Awareness Training
Emergency Medical Training
Sample Technician Training
National Security Clearance
CSX & CN Safe Track Worker Training
DEA Clandestine Drug Laboratory Cert.
ISO 14001, ISO 9001, OHSAS 18001



HEALTH & SAFETY



It is the policy of EQ-The Environmental Quality Company that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of EQ to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.



EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.

Training must include EQ health and safety orientation for new employees plus any additional training specific to the nature of hazards on the job; employees must complete this training before they can work unsupervised. All new employees must attend orientation within the first week of employment.

OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, PPE, confined space hazards, and certification for using material moving equipment such as forklifts and overhead cranes. Employees who perform confined space rescue are required to have CPR and First Aid certification.

Training not provided by EQ's Health & Safety Department, such as on-the-job training, is the responsibility of supervision. This includes information on procedural changes or system modifications that impact safety. The Health & Safety Department provides several health and safety training courses, technical assistance on training needs, and resources to help supervisors fulfill their training responsibilities. An announcement describing health and safety courses offered by the Safety Officer is posted monthly. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos, are available from the Health & Safety Department.

All health and safety training is documented. Supervisors note the participants' names, topics discussed, instructor(s), and date. The Safety Department maintains these training records in EQ's training database, which is available for on-site review to our customers.



EXPERIENCE



EQ has responded to a variety of emergency situations over the past ten years, including several natural disasters for flood repair in the retail industry. The following are a few more examples:

RESPONSE, INVESTIGATION AND REMEDIATION

EQ was called to respond to an ammonia release into the Maumee River. Investigation led to a possible pipe line release from 2 – 2 million gallon tanks of an ammonia nitrogen material used in agriculture. EQ was called in to investigate, remedy, and remediate the problem. EQ first sealed off any sewers using plugs and concrete to prevent migration of the ammonia. An interceptor trench was installed and maintained removed water to further mitigate the ammonia from spreading. Test boring were done to pin point migration and hot spots of the ammonia. Soil was excavated from hot spots and disposed of at EQ's landfill in Belleville, Michigan. EQ also backfilled and graded area. EQ has done follow-up reporting with the Ohio EPA and is moving into the next phase for removing the pipeline.

GASOLINE SPILL

EQ was called in December of 2005 for a spill of 113,000 gallons of un-leaded gasoline. EQ's roll was to manage and remediate the spill and act as a liaison for the customer between the Ohio EPA and Federal EPA along with the US Coast Guard and Ohio EPA's RCRA office. The challenge on this spill is that gasoline impacted new sewers installed by the Ohio Department of Transportation for the new bridge being constructed. All man holes had soft boom put in place. Containment boom was put into the storm sewer entry point into the Maumee River. EQ subcontracted an engineering firm to perform site investigation to the soil impact. Soil borings were taken throughout the site and a mobile on site lab was bought in to perform analysis on site stream lining the analytical requirements for the site. EQ excavated over 20,000 tons of soil from the entry ramp for the new bridge and backfilled. EQ also installed a water treatment system, treated and discharged over 4,000,000 gallons of water. After the Federal EPA took over the site, EQ installed a Dual Vapor Extraction System and recovered vapor and water from the sewer line verses the expense of removing the sewer and the possible delays it would have impacted completing the bridge.

BIO DIESEL SPILL

EQ responded to a Bio Diesel Spill in Defiance, Ohio in early 2008. The facility had an explosion and fire - several thousand of gallons of Bio Diesel and Glycerin were lost down the sewer which entered into two nearby creeks and threatened the Auglaize and Maumee Rivers. EQ was quick to assemble crews to contain the run off from the fire. The customer utilized EQ as their liaison between Federal and State Authorities. Since the material spilled was a sinker and flowed below water, EQ devised a plan to block off sections of the creek, pump the good water off and vacuum up the impacted water and sediment. All sewers leading to the creeks were jet-rodded out and impacted soil was removed and placed in roll offs. EQ managed all disposal on the project.

MOLASSES SPILL CLEANUP

EQ was called in to clean up approximately 850,000 gallons of molasses spilled on the grounds surrounding a sugar plant in Bay City, Michigan. The job required EQ to decontaminate a nearby stream that runs directly into the Bay City River. Several sections of the plant were water blasted and vacuumed to restore them to their original operating condition.

ACID SPILL CLEANUP

EQ was called in for an acid spill in Grand Rapids, Michigan. The spill consisted of sulfuric and chromic acid. This required that the team wear level B Personal Protective Equipment with supplied air. The entire building was cleaned out with a vacuum truck and then washed. The acid was placed in poly-totes and transported quickly to a treatment and disposal facility.

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EXPERIENCE



CRUDE OIL SPILL-RIVER CLEANUP

EQ was subcontracted to assist in the cleanup of 110,000 gallons of crude oil spilled in the Patuxent River in Maryland. EQ assisted with the oil skimmers, barges, boat crews and sweeps.

CRUDE OIL SPILL CLEANUP

A pipeline ruptured in Winchester, Kentucky and released approximately one million gallons of oil into the environment. EQ worked 24-hours a day using drum skimmers and vacuum trucks to cleanup the site. Drum skimmers recover predominantly oil, unlike a vacuum truck, which collects both water and oil. This method allowed the recovered oil to be sent for recycling and later reuse.

METH LAB CLEANUPS

EQ entered into a contract to perform Lab Pack Services for Local Authorities through the Drug Enforcement Agency to clean up Meth Labs in the State of Ohio. EQ's roll is to respond to the location and pack household chemicals used to make this deadly drug. EQ also has helped local agencies do general awareness training for handling chemicals in case of these situations. EQ is responsible for providing proper documentation to the DEA after each lab is packaged. EQ personnel have done over 150 labs in the OH, MI, WV and surrounding areas.

HYDROCHLORIC ACID SPILL

EQ responded to a release of hydrochloric acid at a Melvindale, Michigan facility. The spill was immediately contained, but due to the risk of fumes, several homes and businesses were evacuated. The site was under the Incident Command System with Melvindale Fire Department acting as the Incident Commander. Wearing U.S. EPA Level B PPE with acid gear, EQ pumped out the containment into a tanker. The rest of the acid from the tank was pumped back into the facility's system. A small pin hole in the valve caused the tank to leak into the containment. Once the tank was patched, it was emptied and the tank and containment were flooded with water, neutralizing the acid. The tank and containment were emptied again and the scene secured. The residents were allowed to return to their homes and businesses were allowed to re-open. Once the acid was neutralized, the Melvindale FD turned the site over to EQ for the remaining cleanup of the spill.

CHEMICAL FIRE CLEANUP

EQ Emergency Response Services responded to a major chemical plant fire in the Summer of 2009. EQER extinguished the fire, hot spots and neutralized several chemical reactions that were taking place in the damaged building. EQER identified over 1,000 unknown chemicals and segregated, neutralized, cleaned the area and sent the chemicals for disposal. The job also required soil and water contamination cleanup, building demolition, and air monitoring.



EXPERIENCE



POOL CHEMICAL CLEANUP

EQ Emergency Response Services were called in June of 2010 to a pool chemical supplier's facility that had flooded after a major flood occurred in the area. EQER identified, segregated, packaged and disposed of pool chemicals for the customer. The job also involved cleanup of damaged products, equipment and building surfaces. EQER de-humidified, dewatered and decontaminated the building interior which included sheetrock, tile floors, carpeting, wallboard, ceiling tiles, bathrooms and warehouse structures. EQER also provided restoration of those areas and materials. Air monitoring was also provided for the restoration activities.

GULF OIL SPILL CLEANUP

In the Summer of 2010, EQ Emergency Response Services were contracted to assist in the Gulf Oil Spill Cleanup efforts. EQ placed approximately 15,000 feet of oil containment boom off of the barrier islands and wetlands of Louisiana and Alabama to help prevent oil from reaching shore. Six EQ vacuum trucks were staged in Florida, ready to help with the effort at any time. An EQ crew responded to Ft. Walton Beach, FL where an oil tank from the drill rig washed up on shore. The crew helped remove the tank and clean up the spill that resulted. EQ response personnel also helped in clean-up efforts on Shell Island, off of Panama City, FL, when the oil spill approached shore. EQ also provided 13 oil skimmers to authorities in Venice, LA to be used on boats to skim and collect oil off of the top of the water.

OIL SPILL CLEANUP

EQ responded to an oil spill near Marshall, MI when a pipeline burst in the Summer of 2010. EQ dispatched over 100 employees to assist in cleaning up the nearly 1 million gallons of oil which leaked into the Kalamazoo River. EQ's hazardous material clean-up technicians, equipment operators, supervisors and safety personnel worked 24 hours a day, 7 days per week to clean up the 35 mile stretch of river that was impacted. EQ deployed 7,000 feet of oil containment boom in the waterway. 10 oil skimmers, 12 vacuum tanker trucks, 25 frac tanks and 75 roll off boxes were used to mitigate the effects of the spill. EQ also handled much of the disposal of the waste generated on site.



EXPERIENCE



PROJECT DESCRIPTION	LOCATION	MATERIALS	DATE
Truck Accident Oil and Diesel Fuel Spill	Plymouth, MI	Oil, Diesel, Antifreeze	2008
Lead Sulfate Spill	Florence, SC	Lead Sulfate	2008
Various Spills	Detroit, MI	Fuels, Oils, Glycols	1999 - present
Semi-Truck Accident	Allen Park, MI	Diesel Fuel, Impacted Water	2007
Product Transfer	Cincinnati, OH	Methane Sulfonic Acid	2007
Asphalt Release	Port Clinton, OH	Asphalt, Impacted Soil	2007
Acid Release	Oregon, OH	Sulfuric Acid	2007
Multiple Spill	Warren, MI	Hydrogen Peroxide 6% Corrosive Liquids	2007
Corn Syrup Spill	Lakeville, NY	Corn Syrup	2007
Mercury Spill	Warren, MI	Mercury	2007
Kentucky River Oil Spill	Carrollton, KY	Oil	2005
On-call Contractor for the University of Michigan	Ann Arbor, MI	Various potential emergency responses.	2007-present



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INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED EQ-The Environmental Quality Company 36255 Michigan Ave Wayne, MI 48184	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Chartis Specialty Lines Insurance</td> <td>26883-001</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Company</td> <td>23841-002</td> </tr> <tr> <td>INSURER C: Chartis Specialty Lines Insurance</td> <td>26883-002</td> </tr> <tr> <td>INSURER D: Illinois National Insurance Company</td> <td>23817-001</td> </tr> <tr> <td>INSURER E: Chartis Specialty Lines Insurance</td> <td>26883-007</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Chartis Specialty Lines Insurance	26883-001	INSURER B: New Hampshire Insurance Company	23841-002	INSURER C: Chartis Specialty Lines Insurance	26883-002	INSURER D: Illinois National Insurance Company	23817-001	INSURER E: Chartis Specialty Lines Insurance	26883-007	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 17230519

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUPPLEMENTAL WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$100,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PROP57666391	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA7557770 CA1955437	8/1/2011 8/1/2011	8/1/2012 8/1/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PROU57666618	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC006506646	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Legal Liability			PLS2673560	8/1/2009	8/1/2012	\$35,000,000 Each Incident \$35,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
See Attached

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

Call: 3586572 Tpl: 1384510 Cert: 17230519 © 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 142350

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY: Willis of Michigan, Inc.		NAMED INSURED EQ-The Environmental Quality Company 36255 Michigan Ave Wayne, MI 48184	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Contractors Equipment
 Issuing Carrier: AGCS Marine Insurance Company
 NAIC-Loc: 22837-001
 Policy Number: MXI93021643
 Policy Term: 8/1/2011 - 8/1/2012
 "All Risk" subject to policy conditions
 \$13,235,203 Scheduled Limit
 \$500,000 Leased/Rented Equipment

Excess Pollution
 Carrier: Illinois Union Insurance Company
 Policy Number: EXCG24881209001
 Policy Term: 8/1/2009 - 8/1/2012
 Limits:
 \$15,000,000 Ea Claim
 \$15,000,000 Ea Aggregate

ISO Certificates



NSF

NSF International Strategic Registrations

259 North Dixboro Road, Ann Arbor, Michigan 48105
(488) NSF-0000

Certificate of Registration

This certifies that the Environmental Management System of

EQ - THE ENVIRONMENTAL QUALITY CO.

Eq Industrial Services
2701 N. I-94 Service Drive
Ypsilanti, Michigan, 48198, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2004

Scope of Registration:

Provider of Industrial Services including Vacuum Truck Service, Waste Transportation and Container Rental, Containerized Waste Storage, Processing and Handling, In-Plant Total Resource Management, Remediation and Project Management Services, Underground Pipe Inspection and Maintenance, Industrial Cleaning and Facility Maintenance Services.

Exclusions: None.

Industrial Classification:

IAF - EMS: 24
NAE: DN 37.2
SIC: 49

Certificate Number: 68207-EM2
Certificate Issue Date: 15-JUL-2009
Registration Date: 15-JUL-2009
Expiration Date: 12-JUL-2012



Christian B. Lupo
Christian B. Lupo, General Manager
NSF-ISR, Ltd.

Page 1 of 2

Authorized Registration and/or Accreditation Mark. This certificate is property of NSF-ISR and cannot be reproduced or copied. No part of this certificate may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system.

NSF

NSF International Strategic Registrations

**ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER
68207-EM2**

**CERTIFICATE ISSUE DATE: 15-JUL-2009
CERTIFICATE EXPIRATION DATE: 12-JUL-2012**

Eq Industrial Services
2701 N. I-94 Service Drive
Ypsilanti, Michigan, 48198, United States

Remote Location:

EQ - THE ENVIRONMENTAL QUALITY CO.
EQ INDUSTRIAL SERVICES OHIO
4609 S. DIXIE HWY
RUDOLPH, OHIO, 43062, UNITED STATES

Scope:

Provider of Industrial Services including Vacuum Truck Service, Waste Transportation and Container Rental, Containerized Waste Storage, Processing and Handling, In-Plant Total Resource Management, Remediation and Project Management Services, Underground Pipe Inspection and Maintenance, Industrial Cleaning and Facility Maintenance Services

ISO Certificates



NSF

NSF International Strategic Registrations

229 North Lincoln Road, Ann Arbor, Michigan 48106
(734) 769-9100

Certificate of Registration

This certifies that the Quality Management System of

EQ - THE ENVIRONMENTAL QUALITY CO.

Eq Industrial Services
7701 N. I-94 Service Drive
Ypsilanti, Michigan, 48198, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2000

Scope of Registration:

Provider of Industrial Services including Vacuum Truck Services, Waste Transportation and Container Rental, Construction Waste Storage, Processing and Handling, In-Plant Total Resource Management, Remediation and Project Management Services, Underground Pipe Inspection and Maintenance, Industrial Cleaning and Facility Maintenance Services.

Exclusions: Product Design

Industrial Classification:

IAF - EMS	25
SACE	28, 33, 3
SCE	4

Certificate Number	65107482
Certificate Issue Date	04 OCT 2009
Registration Date	21 JUN 2009
Expiration Date *	21 JUN 2012

Christian B. Lips
Christian B. Lips, General Manager
NSF-ISR, Ltd.

Page 1 of 2

For more information on NSF International, visit our website at www.nsf-international.org. Certificates are issued to organizations that have been assessed and found to be in conformance to the requirements of the standard(s) listed on the certificate.

NSF

NSF International Strategic Registrations

ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER
65107482

CERTIFICATE ISSUE DATE: 04 OCT 2009
CERTIFICATE EXPIRATION DATE: 21 JUN 2012

Eq Industrial Services
7701 N. I-94 Service Drive
Ypsilanti, Michigan, 48198, United States

Remote Location:

Eq - THE ENVIRONMENTAL QUALITY CO.
EQ INDUSTRIAL SERVICES LLC
9405 S. BIRCH ST.
BUNDELS, OHIO 44843, UNITED STATES

Scope:

Provider of Industrial Services including Vacuum Truck Services, Waste Transportation and Container Rental, Construction Waste Storage, Processing and Handling, In-Plant Total Resource Management, Remediation and Project Management Services, Underground Pipe Inspection and Maintenance, Industrial Cleaning and Facility Maintenance Services.

Emergency Response Rates

LABOR	Price	UNIT	Comments
Emergency Response Coordinator / Incident Commander	\$90.00	Hourly	
Project Manager	\$85.00	Hourly	
Supervisor	\$65.00	Hourly	
Safety Advisor	\$70.00	Hourly	
Safety Coordinator	\$55.00	Hourly	
Senior Chemist/Lab Pack Coordinator	\$56.00	Hourly	
Field Chemist	\$52.50	Hourly	
Equipment Operator / Driver	\$58.00	Hourly	
Boat Operator	\$55.00	Hourly	
Confined Space Rescue Supervisor	\$68.00	Hourly	
Confined Space Rescuer	\$52.50	Hourly	
Crew Leader / Foreman	\$52.50	Hourly	
Project Administrator	\$52.50	Hourly	
Field Technician	\$47.50	Hourly	
	\$55.00	Hourly	
Field Mechanic / Welder			

Vehicles	Price	Unit	Comments
Air Van	\$63.00	Hourly	
Barrel Truck, Straight w/lift gate	\$47.25	Hourly	
Barrel Van Trailer & Tractor, 48 ft unit	\$52.50	Hourly	
Box Van 25' Straight w/Lift Gate	\$37.80	Hourly	
Flat Bed Trailer	\$75.00	Hourly	
Lowboy Trailer and Tractor w/o Operator	\$125.00	Hourly	
Pick-up Truck	\$200.00	Daily	
Plow Truck with Salt Spreader (non-spark plow edge)	\$250.00	Daily	
Snow Plow Truck	\$250.00	Daily	
Stake Truck	\$250.00	Daily	
Stake Truck with lift gate	\$275.00	Daily	
Supply Truck	\$40.00	Hourly	
Sweeper Unit	\$73.50	Hourly	
Utility / Passenger Van	\$200.00	Daily	
Demurrage of Equipment	\$90.00	hr Hourly	

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Trailers Misc.	Price	Unit	Comments
Boom Trailer	\$125.00	Daily	Cost Plus 20%
Decon Trailer			
Equipment Trailer	\$200.00	Daily	
Office Trailer	\$180.60	Daily	
Spill Trailer	\$275.00	Daily	
Storage Trailer	\$125.00	Daily	
Transfer Trailer	\$750.00	Daily	

NOTE: Pricing does not include mobilization / consumables and equipment in trailers.

Press Vac-Vector-Rodder	Price	UNIT	Comments
Jet Rodder Extenda Jet	\$150.00	Hourly	

Jet Rodder/Vactor Unit,	\$147.00	Hourly
Powervac, wet/dry, 3,000 gallon unit	\$73.50	Hourly
Pres-Vac Unit, 3,000 gallon	\$63.00	Hourly
Pres-Vac, 3,000 gallon Stainless Steel Unit	\$63.00	Hourly
Turbo-Vac Unit, 3,000 gallon Stainless Steel	\$73.50	Hourly
Demurrage of Equipment	\$90.00	Hourly

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Tank wash out fee, cost plus 20%

Vacuum Truck / Tankers	Price	Unit	Comments
Tanker & Tractor 5,000 gallon Vacuum Unit Stainless	\$75.60	Hourly	
Tanker & Tractor, 12,000 gallon Steel w/Gear Pump	\$78.75	Hourly	
Tanker & Tractor, 5,000 gallon Stainless w/Dump	\$77.70	Hourly	
Tanker & Tractor, 5,500 gallon Vacuum Unit	\$68.25	Hourly	
Tanker & Tractor, 6,500 gallon Stainless w/Gear Pump	\$68.25	Hourly	
Tanker & Tractor, 6,000 gallon Stainless Steel Vacuum	\$79.80	Hourly	
Tanker & Tractor, 6,000 gallon Aluminum	\$75.00	Hourly	
Tanker & Tractor, 6,000 gallon Vacuum	\$67.20	Hourly	
Tanker & Tractor, 8,000 gallon Aluminum	\$77.70	Hourly	
Tanker & Tractor, 8,000 gallon Stainless w/Dump	\$80.85	Hourly	
Tanker and Tractor, 9000 gallon Transport	\$80.85	Hourly	
Tanker and Tractor, 11,000 gallon Transport	\$89.25	Hourly	
Vacuum Truck Dry	\$73.50	Hourly	
Tanker Rental (3,000 to 10,000 gallon)	\$420.00	Daily	
Demurrage of Equipment	\$90.00	Hourly	
Truck Wash Out Fee			

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Tank wash out fee, cost plus 20%

Roll-offs / Roll-Off Vehicles / Rental	Price	Unit	Comments
Roll Off, Straight Truck	\$60.00	Hourly	
Roll Off, Trailer & Tractor	\$68.25	Hourly	
Roll Off, Trailer & Tractor, 2 box unit	\$126.00	Hourly	
Roll Off Box - 10 cy	\$15.75	Daily	
Roll Off Box - 20 cy with Removable Lid	\$31.50	Daily	
Roll Off Box - 20 cy Open Top	\$22.05	Daily	
Roll Off Box - 25 cy Vacuum	\$94.50	Daily	
Roll Off Box - 30 cy Open Top	\$26.25	Daily	
Roll Off Tarp	\$300.00	Each	
Roll Off Bows	\$25.00	Each	
Roll Off Liner	\$40.00	Each	
Roll Off Wash Out			Cost Plus 20%
Demurrage of Equipment (transporting vehicles only)	\$90.00	Hourly	

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Frac Tanks	Price	Unit	Comments
Frac Tank 10,000gl	\$80.00	Daily	
Frac Tank 21,000 gl unit	\$90.00	Daily	
Poly Tank 1,000-3,000 gl	\$25.00	Daily	
Poly Tank - 4,000 gl	\$75.00	Daily	
Portable Secondary Containment	\$75.00	Daily	

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Sewer Cleaning / Water Blaster / Pressure Washing	Price	Unit	Comments
Extension Lance	\$26.25	Daily	
Hose, Pencil Line	\$135.00	Daily	
Pressure Line - Per 50 ft. of hose	\$26.25	Daily	
Pressure Washer 3,000 psi, Hot or steam Landa Unit	\$265.00	Daily	
Sewer Attachment Nozzle	\$52.50	Hourly	
Sewer Cleaning Nozzle	\$52.50	Hourly	
Spin Jet Attachment 10,000 - 20,000psi	\$152.50	Hourly	
Stake Cleaning Attachment	\$315.00	Daily	
Water blaster 10,000 psi - 10-120 unit	\$63.00	Hourly	
Water blaster 10,000 psi - 10-150 unit	\$78.75	Hourly	
Water blaster 10,000 psi - 10-200 unit	\$84.00	Hourly	
Water blaster 10,000 psi - 10-250 unit	\$131.25	Hourly	
Water blaster 20,000 psi	\$210.00	Hourly	
Water blaster 36,000 psi	\$367.50	Hourly	
Water blaster 40,000 psi	\$367.50	Hourly	
Water blaster Tips, 36,000 psi unit	\$52.50	Hourly	
Water Blaster, 10,000 psi Calcium Cutter	\$52.50	Hourly	
Water blaster, 10k gun	\$52.50	Hourly	
Water blaster, 10K Spin Jet, Floor Cleaner	\$262.50	Hourly	
Water blaster, 20K Spin Jet, Floor Cleaner	\$420.00	Hourly	
Water blaster, 20K Tube Nozzle	\$52.50	Hourly	
Water blaster, 36K Spin Jet, Floor Cleaner	\$520.00	Hourly	
Water blaster, 40K Spin Jet, Floor Cleaner	\$157.50	Hourly	
Water blaster, Carbido Nozzle	\$21.00	Hourly	
Water blaster, extension lance, 5 ft. sections	\$26.25	Hourly	
Water blaster, Landa/Hotsy gun	\$52.50	Hourly	
Water Blaster, Multi-Gun Valve	\$52.50	Hourly	
Water blaster, Stack Cleaner	\$315.00	Hourly	
Water blaster, Stone Age 10K HP Seal Nozzle	\$105.00	Hourly	
Water blasting Tip, Hard Hitter/ Fan Tip	\$52.50	Hourly	
Water blasting Tip, Spinner Tip & Rocket Ship w/ Tips	\$52.50	Hourly	
Water blasting, Root Cutter	\$52.50	Hourly	
Waterblaster, spin nozzle	\$52.50	Hourly	

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Video Inspection	Price	Unit	Comments
Video Inspection Unit, 2"-5" w/o operator	\$150.00	Hourly	
Video Inspection Unit, 6"-48" w/o operator	\$200.00	Hourly	
Video Tapes	\$25.00	Each	

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Heavy Equipment	Price	Unit	Comments
Bachoe 4WD			Cost plus 20%
Backhoe			Cost plus 20%
Backhoe Extendahoe			Cost plus 20%
Backhoe Extendahoe 4WD			Cost plus 20%
Bobcat Skid Loader			Cost plus 20%
Fork Lift			Cost plus 20%
Front End Loader 3cy bucket			Cost plus 20%

Front End Loader 5cy bucket
 Mini Excavator
 Rubber Tire Excavator
 Track Excavator 225 OR Equivalent
 Track Excavator 330 OR Equivalent

Cost plus 20%
 Cost plus 20%
 Cost plus 20%
 Cost plus 20%
 Cost plus 20%

NOTE: Rates do not include Operator / Mobilization / Demobilization and fuel surcharge.

Compressors	Price	Unit	Comments
Air compressor Portable	\$125.00	Daily	
Air Compressor Towable 185 PSI	\$275.00	Daily	

Generator / Electrical	Price	Unit	Comments
Extension Cords	\$5.00	Daily	
Generator 3500kw	\$125.00	Daily	
Generator 5000kw	\$150.00	Daily	
Generator Towable 25kw			Cost plus 20%
Generator Towable 50kw			Cost plus 20%
GFI Box	\$10.00	Daily	

Pumps	Price	Unit	Comments
Hydraulic Power Pack 20hp	\$420.00	Daily	
Pump - 2 inch Cast Iron	\$150.00	Daily	
Pump - 2 inch Hand Operated Diaphragm Pump	\$80.00	Daily	
Pump, 1" Diaphragm Poly	\$200.00	Daily	
Pump, 2 inch Trash	\$200.00	Daily	
Pump, 2" Blackmer	\$600.00	Daily	
Pump, 2" Double Diaphragm Poly	\$200.00	Daily	
Pump, 2" Stainless Steel Acid/Flam Transfer Pump	\$200.00	Daily	
Pump, 3 inch Diaphragm Pneumatic	\$200.00	Daily	
Pump, 3" Roper Hydraulic	\$600.00	Hourly	
Pump, 4 inch Trash	\$200.00	Daily	
Pump, 6 inch Trash	\$500.00	Daily	
Pump, Hydraulic (4" to 6") Trailer Mounted	\$1,000.00	Daily	
Pump, Hydraulic 4"	\$225.00	Hourly	
Pump, Hydraulic 6"	\$425.00	Hourly	

Hoses	Price	Unit	Comments
Chemical Hose - 1 inch (per foot)	\$12.00	Daily	
Chemical Hose - 2 inch (per foot)	\$14.00	Daily	
Hose - 1,000-20,000 psi High Pressure (per foot per day)	\$15.00	Daily	
Hose, Plastic 4" Dust Non Reusable	\$2.00	Daily	
Hose, Plastic 6" Dust Non Reusable	\$2.25	Daily	
Hose, Rubber 2" Vacuum, per foot extra over 100 ft.	\$1.50	Daily	
Hose, Rubber 3" Vacuum, per foot over 1st 100 ft.	\$1.75	Daily	
Hose, Rubber 4" Vacuum, per foot over 50'	\$2.75	Daily	
Hose, Rubber 6" Vacuum, per foot over 50'	\$3.00	Daily	
Hose, Vac Acid 2 inch, per foot over 50'	\$2.00	Daily	
Hose, Vac Acid 3 inch, per foot over 50'	\$2.50	Daily	
Hose, Vac Acid 4 inch, per foot over 50'	\$3.50	Daily	
Pencil Line, 200 ft. of hose, daily	\$100.00	Daily	

NOTE: Replacement Hose Cost Plus 20%

Lighting	Price	Unit	Comments
Light Tower, Daily Rate	\$250.00	Daily	
Light, 12V Spot	\$75.00	Daily	
Light, Explosion Proof	\$75.00	Daily	
Portable Light Stands	\$50.00	Daily	

Equipment Misc	Price	Unit	Comments
Chainsaw	\$100.00	Daily	
Cutting Torches & supplies, Daily Rate	\$500.00	Daily	
Drum Vac, 55 gallon (non-flammable material)	\$100.00	Daily	
Jack Hammer w/bits	\$175.00	Daily	
Ladder Extension	\$50.00	Daily	
Road Barricades	\$85.00	Daily	
Scaffolding			Cost plus 20%
Traffic Signs	\$100.00	Daily	
Wheel Barrow	\$25.00	Daily	

Meters / Electronic Equipment / Haz Cat	Price	Unit	Comments
Camera	\$25.00	Daily	
Chlo-N-Oil Test Kit 0-50ppm	\$25.00	Each	
Chlo-N-Oil Test Kit 50-500ppm	\$25.00	Each	
Chlor-D-Tech 4000 Halogens	\$25.00	Each	
Copier/Printer	\$50.00	Daily	
Draeger Pump	\$26.25	Daily	
Draeger Tubes			Cost plus 20%
First Defender (not including sampling containers)	\$1,500.00	Daily	
Haz Cat Testing Kit	\$210.00	Daily	
HNU	\$120.75	Daily	
Infrared Heat Gun	\$120.75	Daily	
Laptop	\$50.00	Daily	
Lumex Meter (mercury)	\$210.00	Daily	
Mercury Vapor Meter (Jerome)	\$210.00	Daily	
Mobile Phone	\$45.00	Daily	
P.I.D. Meter	\$225.00	Daily	
pH Meter	\$25.00	Daily	
Photovac Unit	\$200.00	Daily	
Radio, 2-way, each	\$26.25	Daily	
Radios Intrinsically Safe Communication system, each	\$80.00	Daily	

CSE	Price	Unit	Comments
Air Mover, Coppus	\$57.75	Daily	
Cascade Fresh Air System	\$200.00	Daily	
Confined Space Trailer	\$375.00	Daily	
Harness	\$21.00	Daily	
Lanyard	\$10.00	Daily	
Life Line	\$10.00	Daily	
Shock Cord	\$10.00	Daily	
Tripod and Winch	\$100.00	Daily	

Mercury Equipment and Supplies	Price	Unit	Comments
Mercury Spill Kit	\$140.00	ea	Each
Mercury Vacuum	\$375.00		Daily
Mercury Vacuum Bags			Cost plus 20%
Mercury Vacuum Replacement Hose	\$100.00	ea	Each
Mercury Vacuum Replacement Jars	\$15.00	ea	Each

Drums / Drum Equipment / Drum Supplies	Price	Unit	Comments
5 gl bucket	\$12.00	Each	
Barrel Cart	\$25.00	Daily	
Drum Gaskets	\$10.00	Each	
Drum Labels, Hazardous	\$2.10	Each	
Drum Labels, Non-Hazardous	\$2.10	Each	
Drum Lids	\$10.00	Each	
Drum Pipe, Vac	\$25.00	Daily	
Drum Pump, Hand Poly	\$25.00	Each	
Drum Rings	\$10.00		
Drums, 17C, Open Top Steel	\$48.00	Each	
Drums, 17E, Closed Top Steel	\$48.00	Each	
Drums, 17H, Open Top Steel	\$42.00	Each	
Drums, 20gl X-Pack	\$25.00	Each	
Drums, 30gl poly	\$20.00	Each	
Drums, 55gl Poly Closed Top	\$90.00	Each	
Drums, 55gl Poly Open Top	\$90.00	Each	
Drums, Over pack - 110gl poly	\$275.00	Each	
Drums, Over pack - 110gl steel	\$250.00	Each	
Drums, Over pack - 85gl poly	\$175.00	Each	
Drums, Over pack - 85gl steel	\$157.50	Each	

PPE	Price	Unit	Comments
Level A - Encapsulated	\$1,100.00	Daily	
Level B w/ Poly coated Tyvek	\$200.00	Daily	
Level B w/ Saranex	\$250.00	Daily	
Level B with Acid Gear	\$285.00	Daily	
Level C w/Tyvek	\$90.00	Daily	
Level C w/ Poly Coated Tyvek	\$125.00	Daily	
Level C w/ Acid Gear	\$200.00	Daily	
Level D	\$26.25	Daily	

***Includes two change-outs per day, per person. Additional PPE beyond that will be charged at each individual price.**

Booties, Laytex (Nuke)	\$11.00	Pair	
Boots Rubber Metatarsal	\$40.00	Pair	
Bootsource	\$26.25	Pair	
Breathing Air (air replacement)	\$20.00	Each	
Dust Mask	\$3.00	Each	
Ear Plugs	\$1.50	Pair	
Face Shield	\$5.00	Each	
Glasses, Safety	\$5.00	Each	
Gloves, Acid	\$6.50	Pair	
Gloves, Cloth	\$2.00	Pair	
Gloves, Nitrile	\$5.00	Pair	
Gloves, PVC	\$5.00	Pair	
Gloves, Rubber	\$4.00	Pair	
Gloves, Surgical Laytex	\$1.50	Pair	
Goggles	\$7.00	Each	
Hard Hats	\$25.00	Each	
Level A - Suit Only	\$600.00	Each	
Rain Suit	\$31.50	Each	
Respirator Cartridge Hepa Organic Vapor	\$20.50	Pair	
Respirator Cartridge Mercury Vapor	\$30.00	Pair	

Respirator Cartridge, Acid Gas	\$20.50	Pair
Respirator Cartridge, Organic Vapor	\$20.50	Pair
Respirator, Full Face Replacement	\$150.00	Each
Respirator, Half Face Replacement	\$50.00	Each
Self Contained Breathing Apparatus	\$250.00	Daily
Suit Acid	\$75.00	Each
Suit Hooded Tyvek	\$15.00	Each
Suit Poly Coated Tyvek	\$20.00	Each
Suit Saranex	\$25.00	Each
Suit Tyvek Paper	\$14.00	Each

Marine	Price	Unit	Comments
Anchors # 22	\$84.00	Each	
Anchors # 25	\$183.75	Each	
Anchors # 40	\$231.00	Each	
Anchors # 43	\$304.50	Each	
Anchors #18	\$63.00	Each	
Boat w/ Motor 12' to 14'	\$472.50	Daily	
Boat w/ Motor 15' to 17'	\$630.00	Daily	
Boat w/ Motor 18' to 21'	\$787.50	Daily	
Boat w/ Motor 22' to 30'	\$1,260.00	Daily	
Boom - 8" or 10" Containment Per Foot	\$1.75	Daily	
Boom - 18" Containment Per Foot	\$2.00	Daily	
Boom - 24" Containment Per Foot	\$2.50	Daily	
Boom - 36" Containment Per Foot	\$3.00	Daily	
Global Positioning System	\$55.00	Daily	
Hip Waders	\$50.00	Daily	
Inflatable Bouy 10"	\$31.50	Each	
Inflatable Bouy 13"	\$42.00	Each	
Inflatable Bouy 19"	\$63.00	Each	
PFD Deck Suit	\$105.00	Each	
PFD Survival Suit	\$840.00	Each	
PFD Work Vest	\$70.00	Each	
Portable Oil Skimmer, 24" Dual Drum (20gpm)	\$500.00	Daily	
Portable Oil Skimmer, 36" Dual Drum (70-100gpm)	\$550.00	Daily	
Portable Oil Skimmer, 36" Quad Drum (100-200gpm)	\$625.00	Daily	
Portable Oil Skimmer, 72" Quad Drum (200gpm)	\$700.00	Daily	
Portable Oil Skimmer, Hydraulic Power Pack	\$95.00	Daily	
Portable Oil Skimmer, Portable Compressor (0-20 CFM)	\$75.00	Daily	
Weir Disc Skimmer Unit	\$400.00	Daily	

Sorbents	Price	Unit	Comments
1/2" Poly Pro Line	\$0.30	Feet	
Absorbal Absorbent Roll	\$90.00	Bag	
Absorbent Socks	\$85.00	Box	12 count
Absorbent Sweep	\$85.00	Bundle	
Blanket	\$147.00	Roll	
Oil Snare / Pom Pom	\$80.00	Box	
Pads	\$125.00	Bundle	
Sausage Boom 4"	\$200.00	Bundle	
Sausage Boom 8"	\$231.00	Bundle	

Consumables Misc	Price	Unit	Comments
Bags, Garbage 55 gl	\$2.00	Each	

Floor Dry (speedy dry - clay absorbent)	\$15.00	Bag
Peat	\$15.00	Bag
Rags	\$52.50	Box
Rope, Nylon	\$0.79	Foot
Rope, Poly 3/8	\$52.50	Spool
Sample Jars	\$3.75	Each
Sand Bags	\$8.50	Each
Tape, Caution	\$17.50	Roll
Tape, Duct	\$7.50	Roll
Unguarded Galvanized Chain	\$5.00	Foot
Vermiculite	\$15.00	Bag
Visqueen 6ml 10' x 100'	\$110.00	Roll

Hand Tools	Price	Unit	Comments
Mop	\$36.75	Daily	
Non Sparking Hand Tools	\$115.50	Daily	
Plastic Shovel - Non-Sparking	\$52.50	Daily	
Rakes	\$21.50	Daily	
Shovels	\$26.25	Daily	
Broom	\$26.25	Daily	
Hand Tools	\$100.00	Daily	
Squeegee	\$26.25	Daily	

NOTE: All hand tools damaged on projects will be charged at their cost plus 20%.
Any sub-contracted tools and equipment not listed will be invoiced at cost plus 20%.

Degreaser / Neutralizing Agents	Price	Unit	Comments
Bleach	\$5.00	Gallon	
Citric Acid	\$4.00	Gallon	
Citrus Clean	\$52.50	Gallon	
Hanby Soil Reagent	\$47.25	Gallon	
Hydrochloric Acid	\$1.00	Pound	
Limo	\$5.00	Bag	
No Flash	\$19.89	Gallon	
Penetone	\$45.00	Gallon	
PES 51 Cleaner	\$48.30	Gallon	
Pink Stuff	\$12.50	Gallon	
Salt	\$15.00	Bag	
Sani Mate Cleaner	\$12.60	Gallon	
Sea Clean	\$71.00	Gallon	
Simple Green	\$13.25	Gallon	
Soda Ash- 40lb	\$7.88	Bag	
Sodium Bicarb	\$10.00	Pound	
Sodium Hypochlorite	\$4.75	Gallon	
Trichlorethane	\$4.50	Gallon	

NOTE: Any consumable materials not listed will be invoiced at cost plus 20%.

Decontamination Supplies	Price	Unit	Comments
Decon Pool	\$25.00	Daily	
Garden Hose	\$25.00	Daily	
Hudson Sprayer	\$25.00	Daily	
Decon Tent	\$50.00	Daily	
Decon Bucket	\$12.00	Daily	
Weather Station	\$100.00	Daily	
Brush	\$12.00	Daily	

Signs	\$10.00	Each
Folding Chairs	\$5.00	Daily
Decon Shower	\$150.00	Daily

NOTE: Any consumable materials not listed will be invoiced at cost plus 20%.

Pier Diem / Hotel / Flight	Price	Unit	Comments
Flight		Each	Cost plus 20%
Per diem, no Hotel		Each	Cost plus 20%
Per Diem, with Hotel		Each	Cost plus 20%

ANALYTICAL

All analytical requirements will be invoiced at cost + 20%.

PER DIEM

Per Diem

NOTE: A daily rate for subsistence, lodging, and incidental costs shall be charged per person. This rate shall be that for the nearest locale listed in Appendix D of the United States Government's Current Joint Travel Regulations.

SUB-CONTRACTORS

Any sub-contracted personnel, equipment, service or supply not listed, will be billed at cost + 20%.

FLIGHT EQUIPMENT

Corporate Jet for First Responders is based on statutory miles between aircraft take off and landing sites. (airport to airport)

Additional charges may be incurred - Airport Landing Fees, Ground Handling Charges, Customs Clearance Fees, Excise Taxes and any Fuel Surcharge on International Flights. These shall be evaluated on a case-by-case basis.

ADDITIONAL NOTES:

Straight-time for hourly personnel is based on an 8-hour work day. The normal employee workday is 7:00 a.m. to 3:30 p.m., Monday - Friday. Other work hours must be agreed upon in writing in advance. Time required to decontaminate and re-don protective clothing and equipment is billed as part of the work day.

Time over 8 hours in a 24-hour period during the Monday - Friday work week and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all hourly personnel.

Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all hourly personnel.

All emergency calls (i.e., less than 24-hour notice) will be subject to a minimum 4 hour response charge or \$1,500.00, whichever is greater. Minimum charges do not include waste transportation and disposal.

Based on the national average price of diesel, a Fuel Oil Surcharge will apply. The surcharge will be invoiced as a separate line item and will only be applied to the hourly rate of diesel powered equipment related charges; it does not effect direct labor, disposal, liner fees, box rentals, etc. The surcharge will not apply to sales tax. The national average price of fuel is determined by the U.S. Department of Energy. This can be verified by calling (202) 586-6966 or by going to the following website: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/weekly_on_highway_diesel_prices/wohdp.html EQ will use the weekly national average fuel price to determine the surcharge. There is no surcharge at an average diesel fuel price of \$1.10/gal. At every \$0.01 above \$1.10, the surcharge rises 0.1%. For example, at \$2.00/ gal, the surcharge is 9.0%. At \$3.00/gal, the surcharge is 19.0%.

ENVIRONMENTAL SERVICE AGREEMENT



The Environmental Service Agreement (the "Agreement") entered into this _____ day of _____ 20____, by EQ Industrial Services, Inc. ("EQIS"), a wholly owned subsidiary of EQ-The Environmental Quality Company, ("EQ") and _____ (Customer).

1. **AUTHORIZATION TO COMMENCE WORK:** The Customer hereby authorizes EQIS, upon the terms and conditions provided for hereafter, to immediately commence the performance of the work described under the Scope of Work. Due to emergency situations, the Customer further authorizes EQIS to; (a) use whatever procedures EQIS deems necessary and advisable; (b) to utilize whatever number of employees EQIS determines are required; and (c) determine the type and quantity of equipment and supplies that EQIS feels are necessary and reasonable in the handling of the work in a safe and environmentally secure manner.
2. **SCOPE OF WORK:** Industrial Cleaning, 24-Hour Emergency Spill Response, Remediation, UST closures, Hazardous and Non-Hazardous Waste Transportation, Railroad emergencies and Railcar Maintenance, Waste Disposal, and Recycling.

Customer shall call EQIS to respond to an incident requiring emergency spill response (a "Response"). The specific "Scope" of each respective Response shall be determined by EQIS in its sole discretion based upon the facts and circumstances requiring the Response, which may include, but not be limited to the type, volume, and nature of the material released into the environment. Customer shall immediately provide EQIS with any and all information that it may have pertaining to the incident, the facility (surface and subsurface), the equipment and any material in any way related to the Response.

3. **PAYMENT FOR SERVICES/TERMS:** The Customer agrees to pay for environmental services provided herein in accordance with the schedule of fees and charges set forth in Exhibit A attached hereto, which lists the applicable rates for personnel, equipment, transportation, materials, and disposal costs. Customer agrees to pay EQIS within thirty (30) days of each respective invoice date. If the Customer becomes delinquent in payment of any sum due to EQIS, EQIS reserves the right to immediately discontinue performance of any remaining services or work that needs to be completed hereunder in addition to pursuing any legal or equitable remedies. Further, a service charge of two percent (2%) per month shall be charged on all balances not paid within thirty (30) days of the date of invoice. If Customer has insurance that covers all or part of the services under their contract, Customer guarantees full payment based upon terms and conditions stated above. *If the customer does not comply with the required paperwork to complete the project (i.e. Disposal), the customer will be held responsible for the additional charges accrued during the delay of processing.*

The Customer agrees to pay EQIS directly for all sub-contracted, leased or rented equipment and services at the agreed upon rates attached hereto. The Customer shall make no attempt to pay any EQIS sub-contractors or vendors directly without the prior written authorization of EQIS. The Customer also agrees not to solicit, hire or contract with and contractors or vendors that are utilized by EQIS.

4. **ATTORNEY FEES:** The Customer agrees to pay EQIS all of its cost and expenses, including reasonable attorney fees, incurred in the collection of any delinquent amounts due from the Customer.

5. **RETAINER:** Before EQIS commences work, EQIS may require the Customer to pay a retainer of _____, which shall be paid by the customer prior to commencement of any work by EQIS. The retainer, if required, shall be applied against all charges for services rendered by EQIS. Depending on the expenses and duration of the work, additional retainers may be required.
6. **DAILY WORK SHEETS:** EQIS shall document fees for services performed and equipment used and provide said detail to customer on a timely basis.
7. **GENERATOR NUMBER:** If the materials that are being cleaned up, removed, remediated, disposed of, recycled, etc., are identified by the federal government and/or any applicable state or local governmental authority as "hazardous", then it is a condition precedent to the performance of Services that a federal generator number be provided by the U.S.E.P.A. Until such time as the Customer has obtained a generator's EPA ID. Number, EQIS shall be allowed to either store the materials on the Customer's property where the material is collected, or at such other location at the Customer's cost.
8. **CUSTOMER REPRESENTATION OF DISPOSAL FACILITY:** The Customer represents to EQIS that it will provide a true and correct description of the material to be handled by EQIS hereunder and further advise EQIS of all known or suspected hazards or risks incidental to the handling, transportation and disposal of said material. In the event that the scope of work includes the transportation of hazardous substances, the Customer shall also select the disposal or treatment facilities that said hazardous substances are to be taken. EQIS SHALL NOT SELECT THE DISPOSAL OR TREATMENT FACILITIES. EQIS, upon request of the Customer, may recommend suitable disposal facilities and shall assist in securing all necessary approvals for disposal.
9. **COMPLIANCE WITH LAWS AND REGULATIONS:** EQIS represents that it will materially comply with all applicable governmental laws, regulations and ordinances in the performance of the work described under the scope of work.
10. **INDEMNIFICATION OF CUSTOMER:** EQIS shall indemnify the CUSTOMER, its officers, employees, and agents; defend them, and save them harm from and against all loss, damage, liability, cost, and expense including without limitation, reasonable attorney fees, arising out of injury, including death, to any person or damage to any property, resulting from: (I) the failure of EQIS to materially comply with any federal, state, or municipal statute, rule or regulation applicable to the services provided hereunder; (II) any material breach of this Agreement by EQIS; and (III) any negligent acts or omissions by EQIS in the performance of the services provided hereunder.
11. **INDEMNIFICATION OF EQIS:** Customer shall indemnify EQIS, its officers, employees, and agents against, and defend them and save them harm from, all loss, damage, liability, cost, and expense including, without limitation, reasonable attorney fees, arising out of injury, including death to any person or damage to any property including, but not limited to, claims of third parties or others for penalties, fines, remediation or environmental clean-up costs, resulting from: (I) the failure of the Customer to comply with any federal, state, or municipal governmental entity or agency statute, rule, ordinance, order or regulation applicable to the site; (II) any material breach of this Agreement by the Customer, (III) the failure of Customer to notify EQIS of the existence and exact location of any underground services in the area that EQIS is working; (IV) any contamination of the soil, ground water, or air in, on or around the site; or any disposal facilities where wastes from the site are deposited, whether such contamination is caused by the Customer or others, and (V) all other costs, liabilities or causes of action that arise out of this Agreement except those caused by negligent acts or omissions by EQIS.

12. **TERM OF AGREEMENT:** The term of this Agreement shall be for twelve (12) months, from the date of signing.
13. **CANCELLATION:** Either the Customer or EQIS may terminate this Agreement upon thirty (30) days written notice.
14. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties hereto, and supersedes any prior oral or written agreements or representations.
15. **LEGAL JURSDICTION:** This Agreement shall be governed by and construed under the laws of the State of Michigan, and each of the parties agrees that it will bring any action or proceeding for the enforcement of any right, remedy, obligation or liability arising under or in connection with this Agreement solely in the District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Oakland.
16. **SIGN-OFF SHEETS:**
 - (a) EQIS may from time to time (up to once a day) deliver to Customer a SIGN-OFF SHEET (a "Sign-Off"), itemizing the associated charges for labor, equipment, subcontractors, per diem, disposal estimates and any miscellaneous charges incurred since the initial mobilization or last Sign-Off. A Sign-Off sheet must be signed and dated by an authorized representative of Customer within 24 hours of receipt from EQIS. Time is of the essence.
 - (b) In the event a Sign-Off is not signed and dated by Customer's authorized representative within such 24 hour period, EQIS has the option to demobilize from the scene, terminate this Agreement and assumes no risk for mitigation of the incident or future claims resulting from such demobilization. Further, all costs leading up to the demobilization are the responsibility of Customer. Customer acknowledges the risk of further contamination, damages and liabilities that may arise if EQIS demobilizes upon Customer's failure to execute a Sign-Off (such an event referred to as a "Service Stoppage"). Customer assumes all of the risks of a Service Stoppage and accepts full responsibility, and agrees to indemnify and hold EQIS harmless, for any and all injuries (including death), damages, liabilities and accidents that may occur as a result of, relating to, or arising out of a Service Stoppage.

By signing this document, I am stating that I am an authorized agent of the company.

EQ Industrial Services, Inc.

Customer: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Information for Emergency Response

Legal Name of Business: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Fax: _____

County: _____

Billing Address (If different from above): _____ Phone: _____

City: _____ State: _____ Zip Code: _____ Fax: _____

Accounts Payable Contact: _____ Phone: _____

Purchasing Contact: _____ Phone: _____

Company Officers: _____

Type of Business: _____ Proprietorship: _____ Partnership: _____ Corporation: _____

Federal Identification Number: _____ Duns Number: _____

Are Purchase Orders required for billing? _____ Yes _____ No

Insurance Company Name: _____ Policy Number: _____

Insurance Company Contact Name: _____ Phone Number: _____

PROXY LETTER

Date: _____

Company: _____

To Whom It May Concern:

I, _____, an authorized representative
(print or type name)

of, _____, give EQ personnel the
(print or type company)

authority to sign manifests, Land Disposal Restriction Forms, Waste Characterization
forms and any other documents pertaining to the removal and disposal of the waste
located at _____.
(print or type location)

Signed: _____ Date: _____

Printed Name: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____



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Contact: Curt DeBrunner – Account Executive
(813) 495-1060 *phone*
(813) 964-1214 *fax*
curt.debrunner@eqonline.com



EQ IS THE ANSWER



1. BID FORMS





2. EXECUTIVE SUMMARY

EQ-The Environmental Quality Company (EQ) is prepared and qualified to perform all services listed in the bid documents for the **Hazardous Waste Disposal Services** for Lake County.

EQ began in 1957 as a commercial landfill in southeastern Michigan and has grown to 25 facilities, 850 associates and over \$300M in sales in 2011. EQ brings financial strength and protection from liability to the County. EQ is a privately held company with excellent financial health and stability.

EQ's standard insurance policies, underwritten by Chartis, include **\$50,000,000 in Pollution Liability Coverage**, as well as a **Blended Finite Closure Policy for \$30,000,000**. EQ will provide the County with complete indemnification from liability associated with the management of wastes under this contract. This includes any liability associated with EQ's transportation, processing and disposal of wastes.

EQ has a history of managing government and university labpack projects - this proven track record assures the County that wastes will be managed effectively and with minimized risk. Service, safety and convenience are the qualities that set EQ apart from its competitors.

- **Service** means keeping our word and going the extra mile to exceed customer expectations. Our experienced account executives and resource coordinators thoroughly evaluate each job to develop an accurate cost estimate and schedule the people and equipment necessary to complete the work on time and within budget. They're also there during the job and after the work is completed to answer questions, resolve issues and provide additional resources for unexpected situations.
- **Safety** means doing it right the first time and every time. EQ has an in-house safety staff that provides each associate with health and safety training that exceeds industry requirements. Standard operating and safety procedures are strictly enforced to protect our employees and our customers.
- **Convenience** means providing a turnkey package of value-added services, including, site assessment, project management, waste characterization and approvals, manifesting, labeling, waste handling, transportation, recycling, treatment and disposal. One call is all it takes to purchase a fully integrated service and recycling/disposal package.



EQ IS THE ANSWER



Our Commitment

EQ—The Environmental Quality Company is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment. EQ will set the industry standard for customer service, associate satisfaction, and financial stability.

Our Philosophy

Environmental Quality is more than a name – it's what we do. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements.

We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

Thank you for the opportunity to provide you with this proposal. If you have any questions regarding the enclosed information, please contact me at (813) 495-1060 or curt.debrunner@eqonline.com.

Sincerely,

Curt DeBrunner

EQ – The Environmental Quality Company
Account Executive



3. QUALIFICATIONS

- 1) **Subcontractors:** EQ Florida, Inc. will **not** require the services of subcontractors on any waste pickup. The contract will be managed by full-time and part-time EQ employees who are 40-Hour trained and have previous lab-packing experience. The importance of having a skilled and trained staff will assist in maintaining efficient events for Lake County.
- 2) **Fully Licensed TSDF:** EQ is fully licensed to collect, recycle and store all hazardous waste streams collected at the events at our Part B permitted Treatment, Storage and Disposal Facility (TSDF). Our TSDF will be the primary facility for accepting all waste material, identified by our Environmental Protection Agency (EPA) ID Number. Please refer to Section 8 – Attachment D for permit copies.
- 3) **Transporters:** EQ will be the primary transporter and is fully licensed and permitted to transport waste from the County. **No** subcontractors will be used to transport material from the facility. EQ possesses the necessary DOT exemptions for hauling for hauling these hazardous materials. Insurance and liability limits for transportation are attached. Please refer to Section 8 – Attachment D for permit copies.
- 4) **Disposal / Treatment Facilities:** EQ will use only approved disposal facilities for disposal/treatment of waste material collected at the facility. EQ's Compliance Manager closely audits approved facilities to ensure quality operations and minimize liability for the County. Upon request, EQ will send the County audit packages for all approved disposal / treatment facilities. Please refer to Section 7 for facility listings.



4. SCOPE OF WORK

EQ understands that Lake County is looking for a hazardous waste disposal services contractor to provide successful collection, packaging, transportation and disposal of hazardous brought to the Hazardous Waste Collection Center on an as needed and scheduled basis.

EQ also understands that Lake County requests that the contractor provide all labor and materials to properly categorize all of the HHW and prepare necessary paperwork for the cleanout of the sheds. EQ personnel will unload vehicles, identify and segregate waste, lab pack and prepare waste for shipment and general site cleanup, all within the same day of the event. The safety of all parties involved is paramount.

The scope of work involves the transporting and disposal of household hazardous waste from the Lake County permanent collection center. EQ staff will complete all necessary manifests and paperwork and prepare for shipment. EQ will always provide sufficient chemists (minimum 2) and technicians (minimum 2) to operate a safe and timely pickup. We also have a proven track record of assisting the County in the event of an emergency, natural disaster, or spill response.

EQ has extensive experience in hazardous waste disposal contracts with exactly the same scope of work as Lake County. EQ has more than sufficient company resources to provide these services to Lake County.





5. PROJECT EXPERIENCE & REFERENCES

BREVARD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Ms. Rita Perini
2250 Adamson Road
Cocoa, FL 32926
(321) 633-1888
Contract term: 7/01-present
Annual amount: \$200,000.00

HHW Events Performed: 25
Average # of Participants: 550
County Population: 505,711

Services Performed: Two-day mobile Household Hazardous Waste collections at various sites throughout County twice per year offering CESQG disposal at each event. Clean out of permanent centers on a quarterly basis. Routine CESQG collection throughout the county.

COLLIER COUNTY POLLUTION CONTROL DEPARTMENT

Mrs. Beth Ryan
3301 East Tamiami Trail
Naples, Florida 33962
(239) 732-2508
Contract term: 11/97 – present
Annual amount: \$400,000.00

HHW Events Performed: 90
Average # of Participants: 600
County Population: 315,258

Services Performed: Household Hazardous Waste collections twice per year offering CESQG disposal at each event. Clean out of permanent centers on a bi-weekly basis. Electronics recycling.

ESCAMBIA COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Mr. Alton Pugh
13009 Beulah Road
Cantonment, FL 32533
(850) 937-2156
Contract term: 9/96-present
Annual amount: \$100,000.00

HHW Events Performed: 36
Average # of Participants: 500
County Population: 302,939

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Cleanout and pickup of drummed material at permanent collection facility. Mobile HHW events throughout county.





HILLSBOROUGH COUNTY PUBLIC UTILITIES DEPARTMENT SOLID WASTE

Mr. Ernie Mayes

925 E. Twiggs St.

Tampa, Florida 33602

(813) 272-5977 ext 43930

Contract term: 06/90-present

Annual amount: \$350,000.00

HHW Events Performed: 220

Average # of Participants: 600

County Population: 1,180,784

Services Performed: Mobile Household Hazardous Waste collections on a monthly basis (three different locations each month), including lab packing and disposal. Various emergency responses. Battery recycling program. SQG milk-runs weekly.

LEE COUNTY DEPARTMENT OF SOLID WASTE

Mr. Erich Tscherteu

10500 Buckingham Rd. Suite 200

Ft. Myers, Florida 33905

(239) 707-1037

Contract term: 09/95-present

Annual amount: \$150,000.00

HHW Events Performed: 45

Average # of Participants: 1,400

County Population: 593,136

Services Performed: Bi-monthly collections of household hazardous waste, attendance exceeding 1,200 cars. Mobile collections and quarterly permanent center clean outs. Separate CESQG collections events quarterly.

MIAMI-DADE COUNTY PUBLIC WORKS & WASTE MANAGEMENT DEPARTMENT

Mr. German Hernandez

2525 NW 62nd Street, 5th Floor

Miami, Florida 33160

(305) 514-6673

Contract term: 04/96-present

Annual amount: \$450,000.00

HHW Events Performed: 68

Average # of Participants: 800

County Population: 2,398,245

Services Performed: EQ performs weekly Household Hazardous Waste mobile collections with CESQG collection events. Lab packing of Permanent collection center monthly. Emergency Response services for hurricane events. EQ also handles county-wide end-of-life electronics recycling pickups at 12 centers weekly.





OKALOOSA COUNTY SOLID WASTE

Mr. Jim Reece
84 Ready Avenue
Ft. Walton Beach, FL 32548
(850) 651-7395
Contract term: 09/96-present
Annual amount: \$100,000.00

HHW Events Performed: 22
County Population: 179,693

Services Performed: EQ performs permanent center shed cleanout lab packing services, and CESQG collections.

PINELLAS COUNTY DEPARTMENT OF SOLID WASTE

Ms. Deborah Bush
3095 114th Avenue North
St. Petersburg, Florida 33716
(727) 464-7803
Contract term: 9/95-present
Annual amount: \$350,000.00

HHW Events Performed: 145
Average # of Participants: 700
County Population: 926,146

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Monthly cleanout of permanent collection facility. Monthly mobile collection events throughout county at numerous city municipalities. Required training and compatibility seminars upon request.

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

Mr. Tom Waters
1634 State Road 419
Longwood, FL 32750
(407) 665-2261
Contract term: 3/02-present
Annual amount: \$150,000.00

HHW Events Performed: 14
Average # of Participants: 400
County Population: 386,374

Services Performed: Lab packing of all materials collected from Household Hazardous Waste Collections and CESQG events. Monthly cleanout of permanent collection facility.





6. FINANCIAL STATEMENT & INSURANCE CERTIFICATE

Environmental Liability Insurance - EQ companies carry the best liability insurance in the industry. This policy offers \$50 million in cumulative liability coverage. Most other companies in the industry only offer \$2 to \$5 million in cumulative liability insurance. A copy of this policy is attached.

Financial Strength - EQ utilizes conservative accounting practices, strong profitability and a low debt philosophy to maintain one of the strongest balance sheets in the industry. We have more than 50 years of experience in the industry and EQ has the financial strength to meet its obligations and indemnify its customers.

As a privately owned corporation, EQ does not publish its financial statements. If this information is a requirement for contract award, a request can be made to EQ's CFO with a signed confidentiality agreement.

Further contact for EQ's financial status should be made to:

Ken Wunderlich
Chief Financial Officer
(734) 3329-8000
ken.wunderlich@eqonline.com

EQ Florida Dunn & Bradstreet Number is: 09-372-9114

EQ does not have any contingent liabilities or liens relating to environmental hazards or regulatory compliance, neither with our parent company, affiliate, subsidiary or subcontractors.

We hope that you find that EQ has the financial capability and stability to conduct the proposed scope of services and provide superior hazardous waste collection and disposal services.





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED BQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Chartis Specialty Lines Insurance</td><td>26883-001</td></tr> <tr> <td>INSURER B:</td><td>New Hampshire Insurance Company</td><td>23841-002</td></tr> <tr> <td>INSURER C:</td><td>Chartis Specialty Lines Insurance</td><td>26883-002</td></tr> <tr> <td>INSURER D:</td><td>Granite State Insurance Company</td><td>23809-001</td></tr> <tr> <td>INSURER E:</td><td>Chartis Specialty Lines Insurance</td><td>26883-007</td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Chartis Specialty Lines Insurance	26883-001	INSURER B:	New Hampshire Insurance Company	23841-002	INSURER C:	Chartis Specialty Lines Insurance	26883-002	INSURER D:	Granite State Insurance Company	23809-001	INSURER E:	Chartis Specialty Lines Insurance	26883-007	INSURER F:		
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INSURER E:	Chartis Specialty Lines Insurance	26883-007																				
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 17230399

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		PROP57666391	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> \$100,000 Deductible						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	Y		CA7557770 CA1955437	8/1/2011 8/1/2011	8/1/2012 8/1/2012	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			PROU57666618	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC006506638	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Legal Liability			PLS2673560	8/1/2009	8/1/2012	\$35,000,000 Each Incident \$35,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

See Attached

CERTIFICATE HOLDER

CANCELLATION

Lake County Department of Solid Waste Department of Public Works P.O. Box 7800 Tavares, FL 32778	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coll:3586572 Tpl:1384523 Cert:17230399 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED EQ Florida, Inc. 7202 East 8th Ave. Tampa, FL 33619	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Pollution
Carrier: Illinois Union Insurance Company
Policy Number: EXCG24881209001
Policy Term: 8/1/2009 - 8/1/2012
Limits:
\$15,000,000 Ea Claim
\$15,000,000 Ea Aggregate

Certificate Holder is included as an Additional Insured as respects to General Liability and Automobile Liability policies where required by contract.



7. TECHNICAL APPROACH

A. EXPERIENCE AND QUALIFICATIONS

EQ-The Environmental Quality Company began in 1957 as a commercial landfill in southeastern Michigan and has grown to 25 facilities, 850 associates and over \$300M in sales in 2010. EQ has been providing lab-packing services in Florida area since 1988 when the field services division began. Expansion of our Service Centers throughout the Southeast allowed for additional lab packing and de-packing capabilities in the Southeast. Since then, EQ has acquired additional facilities in Georgia, Massachusetts, Florida, Texas and Oklahoma that also provide lab packing and de-packing services.

Our Commitment

EQ-The Environmental Quality Company is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment.

Our Philosophy

Environmental Quality is more than a name – *it's what we do*. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements. We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

Financial Strength and Liability Protection

EQ brings financial strength and protection from liability. EQ is a privately held company with excellent financial health and stability. EQ's standard insurance policies include **\$50,000,000 in Pollution Liability Coverage**. EQ provides complete indemnification from liability associated with the management of wastes. This includes any liability associated with EQ's transportation, processing and disposal of wastes. EQ has a history of managing university and government lab pack projects - this proven track record assures our customers that wastes will be managed effectively, with minimized risk.

B. OPERATIONAL PLAN

EQ-The Environmental Quality Company is fully staffed, licensed, and equipped to handle all aspects of the terms of this proposal. EQ Florida, Inc. will be the corporate division responsible for the administration and fulfillment of contract requirements. Technical and support personnel, and support equipment will originate from EQ Florida.



EQ IS THE ANSWER



Field personnel teams typically consist of a Project Manager/Lead Chemist and a Technician/Driver working under the direction of the Field Chemist. Operational support, profile/waste stream management, invoicing, and contact term compliance will be directed by the Field Services Supervisor and the Resource Coordinator assigned to the project.

Wastes will be manifested to wholly owned EQ facilities where manifests will be terminated. The use of third party facilities to fulfill the terms of this contract will be subject to County approval.

Field personnel will work with County personnel to correctly identify unknown materials and properly classify materials for shipment. In the event that materials cannot be identified personnel may employ Haz Cat procedures to identify materials.

A minimum of Level D Personal Protective Equipment (PPE) will be employed by field personnel at all times. Technical personnel will employ a higher level of PPE as dictated by field activities.

All containers, transportation, documentation, and field activities will be conducted in compliance of applicable Federal and State regulations.

Containers: All materials will be packaged in UN rated containers and comply with DOT packaging requirements.

Packing Materials: Vermiculite will be used for packaging Lab Pack materials.

Material Handling Equipment: Staff may employ a variety of support equipment dependant on the task being performed. This equipment may include but is not limited to: funnels, spill control pads, drum dollies, drum slings, bung wrenches, and spill response equipment. Materials and support equipment will be provided to personnel by EQ to support the successful completion of the terms of this proposal.

Vehicles: Based on the contract specifications EQ intends to service the terms of this proposal utilizing a dual axel box truck equipped with a lift gate, flip style placards, and spill response equipment. Vehicles utilized under this proposal will meet DOT requirements for the transport of hazardous materials under the terms of this proposal. Vehicles utilized under this proposal will be wholly owned by EQ or retained under long term lease agreements routinely employed for day to day operations. EQ will have at its disposal the ability to dispatch a larger than typical vehicle if required by the County for larger loads of materials.





C. SAFETY RECORD AND SPILL CONTINGENCY PLAN

It is the policy of EQ-The Environmental Quality Company that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of EQ to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.

Training must include EQ health and safety orientation for new employees plus any additional training specific to the nature of hazards on the job; employees must complete this training before they can work unsupervised. All new employees must attend the new employee orientation within the first week of employment.

OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, Personal Protective Equipment, confined space hazards, and certification for using material moving equipment such as forklifts and overhead cranes. Employees who perform confined space rescue are required to have CPR and First Aid certification.

Training not provided by Health & Safety Department, such as on-the-job training, is the responsibility of supervision. This includes information on procedural changes or system modifications that impact safety. The Health & Safety Department provides several health and safety training courses, technical assistance on training needs, and resources to help supervisors fulfill their training responsibilities. An announcement describing health and safety courses offered by the Safety Officer is posted monthly. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos and slide shows, are available from the Health & Safety Department.

All health and safety training is documented. Supervisors note the participants' names, topics discussed, instructor(s), and date. The Safety Department maintains these training records in EQ's training database, which is available for on-site review to our customers.





INCIDENT RATE SUMMARIES FOR ALL EQ COMPANIES COMBINED 2008-2010

	2008	2009	2010
1. Average Number of Workers Employed	697	694	921
2. Employee Hours Worked	1,466,231	1,481,725	1,886,541
3. Number of Total Recordable Cases	14	14	14
4. Number of Lost Time (Days Away) Cases	3	1	2
5. Number of Restricted/Transferred Cases	6	6	3
6. Number of Lost Time Days (Days Away)	25	90	3
7. Number of Restricted/Transferred Days	174	176	68
Total Recordable Incident Rate (TRIR) (Cases-Row 3 X 200,000) / (Employee Hours Worked-Row 2)	1.91	1.89	1.48
Lost Workday Case Rate (LWCR) (Cases-Row 4 X 200,000) / (Employee Hours Worked-Row 2)	0.41	0.13	0.21
Days Away, Transferred and Restricted Rate (DART) (Cases-Rows 4 + 5 X 200,000) / (Employee Hours Worked-Row 2)	1.23	0.94	0.53
Severity Rate (Days-Row 6 X 200,000) / (Employee Hours Worked-Row 2)	3.41	12.15	0.32
Medical Treatment Cases w/o lost workdays (Cases - Row 3 - (Row 4 + Row 5)	5	7	9
Other (non-DART) Rate (Cases-Row 3 - (Row 4 + Row 5) X 200,000 / Row 2	0.68	0.94	0.95
Experience Modification Rate (EMR)	0.92	0.92	0.82

Spill Contingency Plan

Field activities will be conducted in compliance with the generator's Contingency Plan. Field personnel will familiarize themselves with these plans and procedures prior to initiating work under this proposal. In the event of a spill, field personnel will determine the appropriate level of response necessary to mitigate the incident and the generator's personnel will be immediately notified. Technical field personnel will have the ability to address spills in the field and employ response equipment to assist this task. Spill control kits will be at the ready when conducting field activities to allow spill response. In the event of a large spill or immediately dangerous situation, Field Personnel will stand down to external resources designated for local emergency response.





D. SITE COMPLIANCE AUDIT RESULTS

EQ Florida Compliance History

DATE	AGENCY	NOTICE	PERMIT #	ALLEGED VIOLATION	STATUS	PENALTY
3/2/2000	FDEP	N/A	34875-HO-007	Minor Training Infractions	Corrected	None
12/20/2000	FDEP	N/A	34757-001-SO	None		None
1/24/2000	FDEP	N/A	34757-001-SO	None		None
8/25/2000	FDEP	N/A	34757-001-SO	None		None
5/3/2000	FDEP	N/A	34757-001-SO	None		None
4/18/2001	FDEP	N/A	34757-001-SO	None		None
8/23/2001	FDEP	N/A	34757-001-SO	None		None
7/24/2000	FDEP	N/A	34875-HO-007	None		None
1/29/2001	FDEP	N/A	34875-HO-007	None		None
2/27/2002	FDEP	N/A	34757-001-SO	None		None
8/13/2002	FDEP	N/A	34757-001-SO	None		None
4/17/2002	FDEP	N/A	34875-HO-007	None		None
9/23/2003	FDEP	NOV	34875-HO-007	Used Oil Consent Order	Corrected	\$5,600
10/23/2003	FDEP	N/A	34757-003-SO	None		None
			34875-HO-007	None		None
1/28/2004	FDEP	N/A	34757-003-SO	None		None
4/13/2004	FDEP	N/A	34757-003-SO	None		None
8/10/2004	FDEP	N/A	34757-003-SO	None		None
1/28/2005	FDEP	N/A	34757-003-SO	None		None
3/30/2005	HEPC	N/A	34757-003-SO	None		None
4/15/2005	FDEP	N/A	34757-003-SO	None		None
7/14/2005	FDEP	N/A	34875-HO01-002	None		None
8/23/2005	FDEP	N/A	34757-003-SO	None		None
4/27/2006	FDEP & EPA	NOV	34875-HO-007	Minor Infractions	Corrected	\$4,971
6/1/2006	HEPC	N/A	34757-003-SO	None		None
9/15/2006	FDEP	N/A	34757-003-SO	None		None
10/31/2006	FDEP	N/A	34757-003-SO	None		None
2/6/2007	HEPC	N/A	34757-003-SO	None		None
2/8/2007	FDEP	N/A	34757-003-SO	None		None
3/23/2007	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	\$1,250
6/19/2007	HEPC	N/A	34757-003-SO	None		None
11/2/2007	FDEP	N/A	34757-003-SO	None		None
3/6/2008	FDEP	N/A	34757-003-SO	None		None
03/17/08	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	\$4,168
05/14/08	FDEP	N/A	34757-003-SO	None		None
11/04/08	FDEP	N/A	34757-003-SO	None		None
02/12/09	HEPC	N/A	34757-006-SO/30	None		None
04/24/09	FDEP	N/A	34757-006-SO/30	None		None
07/30/09	FDEP	NOV	34875-HO01-009	Minor Infractions	Corrected	None
09/30/09	FDEP	N/A	34757-006-SO/30	None		None
10/14/09	FDEP	N/A	FLR05E179	None		None





E. PERMITS AND LICENSES

EQ is fully licensed and permitted to transport and handle over 600 federal and state waste codes at several licensed facilities. These facilities include several RCRA Part B treatment facilities, wastewater treatment plants, and the Midwest's only RCRA/TSCA-licensed Subtitle C landfill. EQ's capabilities include treatment of organic and inorganic liquids, solids, and sludges. EQ's facilities employ the following treatment technologies: chemical oxidation (CHOXD), Deactivation (DEACT)/Neutralization (NEUTR), chemical reduction (CHRED), stabilization (STABL), and Microencapsulation (MICRO). EQ is also capable of oil/water separation, biological treatment, chemical precipitation, acid/caustic neutralization, and full laboratory services. Each of these technologies is controlled by EQ's Environmental Management System and strict ISO guidelines.

Copies of all permits and licenses held by EQ Florida can be found in Section 8 – Attachment D. Complete copies of all EQ permits and licenses can be found on our website at www.EQonline.com.

F. ASSOCIATE QUALIFICATIONS

The EQ project team typically consists of a project manager, chemists, technicians, and drivers. In order to assure the efficient operation of a chemical waste pickup, all EQ personnel will be properly trained on all site-specific activities. EQ personnel will work hand-in-hand with County staff to maintain an efficient and safe event. Below are the proposed staff and management for each hazardous waste removal project.

Project Manager/Lead Chemist (Minimum 1)

The Project Manager is, at minimum, a senior chemist. The Project Manager holds a four-year degree in Chemistry or a related field from a fully accredited university. The Project Manager has a minimum of two-year's experience as a field chemist and a minimum of one-year experience as a Project Manager for hazardous chemical removal events. The Project Manager is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. The Project Manager is knowledgeable in chemistry, hazard identification, and material properties. The Project Manager is responsible for the following:

1. Supervising activities of all EQ personnel.
2. Planning & conducting project activities so that the project is completed in a safe, compliant & efficient manner.
3. Conducting a safety briefing to review the emergency plan & familiarize all personnel with the potential hazards involved with the project.
4. Assuring that appropriate personal protective equipment & safety equipment is available & utilized.
5. Implementing the Contingency Plan in the event of an emergency.



EQ IS THE ANSWER



The Project Manager is the Site Safety Officer and has overall responsibilities for all environmental, safety, and health activities for the project. The Project Manager has the authority to commit corporate funds for emergency events requiring implementation of the Contingency Plan.

Field Chemist (Minimum 2)

A Field Chemist holds a four-year degree in Chemistry or a related field from a fully accredited university, and has at least two years experience in lab-packing, identifying, consolidating and manifesting hazardous wastes. The Field Chemist has a minimum of one-year experience as a project leader or field chemist on projects. The Field Chemist is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. The Field Chemist is knowledgeable in chemistry, hazard identification, and material properties. The Field Chemist is responsible for the following:

1. Segregation of laboratory chemicals according to chemical properties & Department of Transportation hazard class.
2. Characterization & identification of known & unknown waste material.
3. Packaging of all hazardous & non-hazardous waste in accordance with Department of Environmental Quality & DOT requirements.
4. Preparing container contents sheets, manifest, land disposal restriction forms & any other necessary shipping documents.
5. Overseeing & recording volume of all containers prior to manifesting.
6. Act as First Responder in case of a spill or chemical release in accordance with the Site Safety & Contingency Plan.

Technician / Driver (Minimum 2)

All technicians and drivers shall have at a minimum a diploma from high school or equivalent and will have a minimum of one-year experience. The technician or driver is trained in DOT, OSHA, and RCRA (EPA) regulations as required under 29 CFR 1910.120, with annual refresher courses. Drivers will have a minimum of two years experience in the transportation of hazardous materials, undergo annual DOT medical examiner physicals, and poses all necessary CDL endorsements. The technician or driver is responsible for the following:

1. Assisting field chemist with on-site activities.
2. Segregating hazardous, non-hazardous & recyclable materials.
3. Assuring that all containers have the necessary DOT placards.
4. Weighing & loading containers of packaged material.
5. Assist in all site set-up & breakdown activities.
6. Act as Secondary Responders in case of a spill or chemical release in accordance with the Site Safety & Contingency Plan.





County Designated Chemists:

Nikki Young – Field Chemist Supervisor
40 Hr OSHA Certified
BS Environmental Science
14 years experience

Tim Dean – Industrial Services Manager
40 Hr OSHA Certified
BS Chemical Engineering
15 years experience

Nicole Easter – Field Chemist, Resource Coordinator
40 Hr OSHA Certified
BS Chemistry
4 years experience

Ken Dean – Facility Approvals Chemist
40 Hr OSHA Certified
BS Biology
8 years experience

G. RECYCLING, RECLAMATION AND REUSE OPTIONS

EQ's goal is to always manage hazardous materials in an environmental friendly hierarchy process. The first step is to work with the customer to determine if a product could be substituted so a less hazardous waste is generated. If that is not possible, then incorporating management processes that reduce the amount of waste that is generated. We then look at re-use options for the resulting waste material. If none are available, EQ tries to find ways to recycle the material in an acceptable manner. EQ has been very successful with this at other customer locations, where they can state that they are equivocally "zero landfill" because of the management practices of their waste materials.

Finally, after all potential options have been exhausted, EQ looks for the best and most environmentally friendly method for final disposition and disposal. This could include waste treatment, waste-to-energy, incineration or ultimate landfill disposal.

Recyclable material received will be handled according to the most current federal and state recycling regulations and guidelines. If no particular regulation exists, company policy dictates that it must be managed by an EQ approved and reputable recycling facility. Once received, EQ assumes ownership of the material and offers full indemnification.



EQ IS THE ANSWER



Incineration material may be shipped directly from the generator, through an EQ RCRA Part B, or an EQ Transfer Facility. Only facilities that have undergone EQ's strict approval process are eligible to handle this waste. As directed by EQ's Approvals Group, waste destined for incineration will be managed according to the appropriate technology and specialty of that vendor. Once received at an EQ facility, EQ assumes ownership of that material and offers full indemnification.

Treated and/or landfilled materials will be received at the appropriate EQ TSD facility and managed according to all current state and federal regulations. The appropriate treatment technology is typically determined by the Sr. Chemist and Approvals Group during the waste characterization process. Once profiled, this material will be shipped to EQ, sampled, and checked to confirm its conformance with the waste profile. If the material requires treatment, the appropriate treatment technology will be employed by EQ's experienced staff. If the material satisfies land disposal restrictions, it will be sent to either a subtitle D or subtitle C landfill for final disposition. Once received, EQ assumes ownership of the material and offers full indemnification.





H. TRANSPORTATION SECURITY PLAN



THE ENVIRONMENTAL QUALITY COMPANY

10000 WILLOW CREEK DRIVE • WATSON, MISSOURI 64085 • 817-724-3290 ext. 400 • fax 817-329-4100 • www.eqonline.com

EQ The Environmental Quality Company

Transportation Security Plan Certification

The security plan requirements in Part 172 Subpart I of the Hazardous Materials Regulations (HMR) require each hazmat employer subject to the security plan requirements to establish and implement a security plan. The employer is also required to train their hazmat employees on the Transportation Security Plan. The purpose of these requirements is to enhance the security of hazardous materials transported in commerce.

Employers must establish and implement their Transportation Security Plan by **September 25, 2003**. By **December 22, 2003**, each employee must receive training on the Transportation Security Plan and its implementation.

EQ The Environmental Quality Company hereby certifies:

- 1) It has a DOT Security Plan as required per 49 CFR Part 172.800
- 2) The plan includes the components listed in 49 CFR Part 172.802
 - Personnel Security-a system to confirm job applicant information
 - Unauthorized Access - measures to address the risk that unauthorized persons may gain access to hazardous materials
 - En Route Security-measures to address shipments from origin to destination
- 3) In depth security training concerning the security plan and its implementation will be completed for all hazmat employees by December 22, 2003.
- 4) Training includes the topics listed in 49 CFR Part 172.704
 - Company security objectives
 - Specific security procedures
 - Employee responsibilities
 - Actions to take in the event of a security breach
 - Organization security structure
- 5) Security Awareness Training will be completed at the first recurrent training session for each hazmat employee.
- 6) Security Awareness Training will be provided to new hazmat employees within 90 days after employment.

Please direct questions or requests for additional information concerning this certification to the undersigned at 724-329-8000.


Scott Maris

V.P. Regulatory Affairs

analysis • transportation • treatment • recovery • recycling • disposal



EQ IS THE ANSWER



8. PERMIT PACKET & AUDIT MANUAL





Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel L. Vinyard Jr.
Secretary

July 22, 2011

Sent Via E-mail

Bob.Mulholland@eqonline.com

Bob Mulholland
General Manager
EQ Florida, Inc
7202 East 8th Avenue
Tampa, Florida 33619

**SUBJECT: EQ Florida, Inc
FLD 981 932 494
Operating Permit 34875-HO-010
Hillsborough County**

Dear Mr. Mulholland:

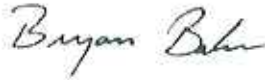
Enclosed is Permit Renewal Number 34875-HO-010 for the operation of a hazardous waste treatment and storage facility, transfer facility and facility-wide corrective action. This permit is being issued pursuant to Section 403.722, Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-730, and 62-780, Florida Administrative Code (F.A.C.).

This permit renewal is final and effective ("issued") on the date filed with the Clerk of the Department. When the permit is final, any party to the permit has the right to seek judicial review of the permit pursuant to Section 120.68, F.S., by the filing of a Notice to Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, Department of Environmental Protection, 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal.

The Notice of Appeal must be filed within thirty (30) days from the date the final permit is issued. If you should have any questions, please contact Merlin D. Russell Jr. at 850-245-8796 or merlin.russell@dep.state.fl.us.

Bob Mulholland
Page 2
July 22, 2011

Sincerely,



for Tim J. Bahr

Tim J. Bahr, Administrator
Hazardous Waste Regulation

TJB/mdr
Enclosures
cc (with enclosures):

Bob Buckhorn, Mayor of Tampa, Bob.Buckhorn@tampagov.net
Shannon Camp, DEP/Tampa, Shannon.D.Camp@dep.state.fl.us
Jim Dregne, DEP/Tampa, james.dregne@dep.state.fl.us
Florida Wildlife and Conversation Conservation Planning Services,
FWCConservationPlanningServices@myfwc.com
Robert Fox, ERM, bob.fox@erm.com
Al Higginbotham, Board of County Commissioners
higginbothama@hillsboroughcounty.org
Heath Rauschenberger, U.S. Fish & Wildlife Service,
heath_rauschenberger@fws.gov
Stuart Stapleton, EQ, stuart.stapleton@eqonline.com



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 323 957 400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel L. Vinyard Jr.
Secretary

PERMITTEE:

EQ Florida, Inc
7202 East 8th Avenue
Tampa, Florida

ATTENTION:
Bob Mulholland

I.D. NUMBER: FLD 981 932 494
PERMIT NUMBER: 034875-HO-010
DATE OF ISSUE: JULY 22, 2011
EXPIRATION DATE: January 22, 2016
COUNTY: Hillsborough
LATITUDE / LONGITUDE: 27°57'49"N/82°22'23"W

PROJECT: Operation of a Hazardous Waste Container
Storage Facility, Treatment Unit, Transfer
Facility and Facility-wide Corrective Action.

Pursuant to authorization obtained by the Florida Department of Environmental Protection (FDEP) under the Resource Conservation and Recovery Act [42 United States Code (U.S.C.) 6901, *et seq.*, commonly known as RCRA] and the Hazardous and Solid Waste Amendments of 1984 (HSWA), this permit is issued under the provisions of Section 403.722, Florida Statutes (F.S.) and Chapters 62-4, 62-160, 62-730, 62-777 and 62-780, Florida Administrative Code (F.A.C.). This permit replaces expired permit 34875-HO-009. The above-named Permittee is hereby authorized to perform the work or operate the facility shown on the application dated July 22, 2010 and revised or supplemented by submissions dated November 4, 2010, January 18, 2011, January 25, 2011, February 10, 2011, and April 28, 2011 which are incorporated herein and collectively referred to as the "permit application." The permit application also includes any approved drawing(s), plans, and other documents that are specifically identified and incorporated by reference. The permitted activities are specifically described as follows:

1. To operate a hazardous waste container storage facility and treatment unit (filter press).

The container storage facility, which occupies 5,866 square feet, is a totally enclosed building consisting of three (3) separate bays and has a roofed loading/unloading area. Each bay is separated by an eight (8) inch wide concrete block wall with fire doors. The flooring is five (5) inches of continuously poured 4,000 psi concrete coated with a chemical resistant sealant and two (2) layers of chemical resistant polyurethane coating. Bays 1 and 3 are at opposite ends of the building and have identical dimensions of approximately 48-feet by 50-feet. Bay 2 is in the center and has been specifically designed and built for the storage of ignitable and reactive hazardous wastes. The dimensions of Bay 2 are approximately 22-feet by 50-feet. A 1,786 square foot, covered and improved secondary containment area is located on the loading dock side of Bay 2. The facility has a total hazardous waste capacity of 50,000 gallons; comprised of 20,000 gallons for Bays 1 and 3, and a 10,000 gallon capacity for Bay 2. The capacity of the secondary containment is 10,000 gallons. The improved secondary containment area is used for container storage of hazardous waste and a vehicle loading and unloading area. The Facility Layout is shown on Attachment 1.

There are five (5) separate containment sumps with a capacity of 1,000-gallons each in the hazardous waste storage building. Two (2) sumps are in Bays 1 and 3, and one sump in Bay 2.

PERMITTEE:
EQ Florida, Inc
7202 East 8th Avenue
Tampa, Florida 33619

I.D. NUMBER: FLD 981 932 494
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EXPIRATION DATE: January 22, 2016

The facility is permitted to perform physical treatment of hazardous waste (solidification of semisolid hazardous waste requiring further filtration) on a batch basis. The batch treatment of hazardous waste utilizing the filter press machine will occur in Bay one (1). The filter press is pneumatically operated and does not utilize electrical components. Dimensions for the filter press are approximately 2.6-feet by 10.25-feet by 3.6-feet.

Recontainerization activities of hazardous waste occurring at the facility include paint can crushing, aerosol can crushing, drum crushing, loading to roll-offs, and loading to tanker trucks. Hazardous waste codes accepted and stored at this facility are listed in Attachment C of this permit.

2. Transfer Facility:

The Permittee is authorized to operate a transfer facility on site in accordance with Rule 62-730.171, F.A.C., and is authorized to store in transit manifested hazardous waste on site not to exceed ten (10) days as allowed for transfer facilities. EQ Florida, Inc., (EQ), shall not utilize the transfer facility for any waste where EQ is the designated facility on the manifest or originating at the facility with EQ listed as the generator. The storage of transfer facility waste must be located on the paved lot within the 8th Ave. property as identified on Attachment D of this permit. Vehicles and trailers parked in this area must be marked as a 10-day vehicle or trailer. The maximum storage shall not exceed 20,000 gallons or 100 cubic yards.

3. Other Activities:

- EQ is a used oil and used oil filter transporter and transfer facility in accordance with Chapter 62-710, F.A.C.
- EQ is a transporter and handler of mercury containing lamps and devices that are regulated in accordance with Chapter 62-737, F.A.C.
- EQ manages Solid Waste in accordance with its solid waste permits (34757-003-SO and 34757-005-SO) and Chapter 62-701, F.A.C.
- EQ also manages household hazardous waste (HHW) at the facility. This waste is regulated as a Solid Waste. Any HHW received with a hazardous waste manifest will be managed as hazardous waste.
- EQ also manages pharmaceutical wastes in accordance with a Drugs, Devices and Cosmetics permit (53;00007) issued by the Florida Department of Health.

4. HSWA Units: No Further Action:

- SWMU-1, Drum Storage Area
- SWMU-2, Loading and Unloading Area
- SWMU-3, Retention Pond
- SWMU-4, Filter Press
- SWMU-5, Municipal Waste Dumpster
- SWMU-6, Pre-Treatment Unit
- SWMU-7, Solid Waste Processing Facility
- SWMU-8, Universal Waste Battery Storage Area
- SWMU-9, Paint Can Crushing Area
- SWMU-10, Roll-off Storage

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7202 East 8th Avenue
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- SWMU-11, Transfer Facility
- SWMU-12, Used Oil Facility
- SWMU-13, Satellite Accumulation Area
- SWMU-14, Parts Washer
- SWMU-16, Universal Waste Lamp Storage Area
- SWMU-17, Aerosol Can Crushing
- SWMU-18, Drum Crushing

5. HSWA Units: Confirmatory Sampling:

- SWMU-15, Additional Retention Pond

The Permittee is required to investigate any releases of contaminants to the environment at the facility regardless of the time at which waste was placed in a unit and to take appropriate corrective action for any such releases. Solid waste management units (SWMUs) and areas of concern (AOCs) identified to date are listed in Appendix A of this permit. Pursuant to 40 Code of Federal Regulations (CFR) 260.10 [as adopted by reference in Rule 62-730.020(1), F.A.C.], the corrective action requirements of this RCRA permit extend to all contiguous property under the control of the Permittee (see Attachment A, a map which demarks the property boundaries of land under the Permittee's control) and to all contamination that originated from discharges at the contiguous property under control of the Permittee.

This permit is based on the premise that information and reports submitted by the Permittee prior to issuance of this permit are accurate. Any inaccuracies found in this information or information submitted as required by this permit may be grounds for termination or modification of this permit in accordance with Rule 62-730.290, F.A.C., and potential enforcement action.

The facility is located at 2002 North Orient Road in Tampa, Hillsborough County, Florida.

The following documents were used in the preparation of this permit:

1. Operating Permit Renewal Application dated July 22, 2010.
2. Response to First Notice of Deficiencies dated November 4, 2010
3. E-mail from Stuart Stapleton to Merlin Russell dated January 18, 2011 with photographs and information on Solid Waste Management Units
4. E-mail from Stuart Stapleton to Merlin Russell dated January 25, 2011 with photograph of SWMU-17 and additional information on Solid Waste Management Units
5. EQ's Response to Second Notice of Deficiencies dated February 10, 2011.
6. EQ's April 28, 2011 response to DEP's April 11, 2011 completeness letter.
7. *RCRA Facility Assessment (RFA) Addendum* dated May 13, 2011.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2009-2012**

Registrant: EQ INDUSTRIAL SERVICES INC.
Attn: BRYAN SCHULTZ
2701 N. I-94 SERVICE DR.
YPSILANTI, MI 48198

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050709 550 055RT Issued: 05/07/2009 Expires: 06/30/2012

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHM-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jeanneret Cantoli
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

HAZARDOUS WASTE TRANSPORTER
CERTIFICATE OF APPROVAL

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: EQ Florida Inc

FACILITY ID NO: FLD981932494

FACILITY ADDRESS: 2002 N Orient Rd
Tampa, FL 33619-3356

INSURANCE CARRIER: CHARITIS SPECIALTY INSURANCE

INSURANCE POLICY#: PLS2673560

EFFECTIVE DATE: August 01, 2011

EXPIRATION DATE: August 01, 2012

APPROVED TRANSFER FACILITY: YES

APPROVAL ISSUED BY: Aprilia Graves DATE: September 14, 2011
Aprilia Graves
Engineering Specialist IV
Hazardous Waste Regulation Section
850/245-8755



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

03/31/2011

Stuart Stapleton
EQ Florida Inc
7202 E 8 Ave
Tampa, FL 33619-

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **2002 N Orient Rd, Tampa, FL 33619-3356** has been registered through **March 1, 2012** with the following status:

Facility ID # **FLD981932494**

Transporter of Universal Waste Lamps and Devices

Small Quantity Handler Facility for Universal Waste Lamps and Devices

(Less than 2,000kg of Lamps (8,000) and/or 100kg of Devices for 1 Year)

The registration form for the year **2012** will be sent to the contact person on your application.

Chapter 62-737, Florida Administrative Code (F.A.C.), (copy enclosed) specifies several other requirements including packaging, training and record keeping for transporters and handlers of and reverse distribution programs for universal waste lamps or devices destined for recycling. These requirements are simple, flexible and make good business and environmental sense (summarized on enclosed fact sheets).

This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, F.A.C.

If any of your facility's information on the Universal Waste Lamp and Device Transporter and Handler Registration Form changes, please notify me at Mail Stop 4555 at the address above. I can also be contacted at (850) 245-8759 or at Laurie.Tenace@dep.state.fl.us.

Sincerely,

Laurie Tenace
Environmental Specialist
Hazardous Waste Management Section

Enclosures



8700-12FL - FLORIDA NOTIFICATION OF
REGULATED WASTE ACTIVITY
DEP Waste Management Division-HWRS, MS4560
2600 Blair Stone Rd. Tallahassee, FL 32399-2400
(850) 245-8772

Date Received: **MAR 01 2011**
By: **DEP**
Initials: **DEP**

EPA ID: **F L D 9 8 1 9 3 2 4 9 4**

1. Reason for
Submittal

Mark 'X' in
correct box:

- ☐ To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities).
☒ To provide subsequent notification (to update status and facility identification information).
☐ Is this the final notification (see instructions) for the facility?

2. Facility or
Business Name

EQ Florida, Inc.

FEID No.

2 0 0 4 1 4 1 5 7

3. Facility Operator
(List additional
Operators in the
comments section).

Name of Operator:

EQ Florida, Inc.

☐ New Operator

Date became Operator: **02 / 02 / 04**
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Operator Type: ☒ Private

☐ Federal

☐ Municipal

☐ State

☐ Other

4. Facility Physical
Location
Information

Physical Street Address:

2002 North Orient Road

City or Town:

Tampa

State:

FL

Zip Code:

33619

County:

Hillsborough

If available, please attach a map or sketch of the facility boundaries.

Latitude: **2 7 5 7 4 2 . 2 " N** Longitude: **8 1 2 2 2 6 . 7 " N** Method:
dd mm ss . ssss dd mm ss . ssss Datum:

5. Facility North American Industry
Classification System (NAICS)
Code(s)

A.

56211

B.

C.

D.

6. Facility or
Business Mailing
Address

Street Address or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

7. Facility or
Business Contact
Person

First Name:

Stuart

Last Name:

Stapleton

Title:

EHS Manager

Phone Number:

813-319-3423

Extension:

E-Mail:

stuart.stapleton@eqonline.com

Street or P.O. Box:

7202 East 8th Avenue

City or Town:

Tampa

State:

FL

Zip Code:

33619

8. Real Property
(Land) Owner
of the Facility's
Physical Location
(List additional
real property owners
in the comments
section.)

Name of Real Property (Land) Owner:

EQ Holdings, Inc.

☐ New Owner

Date became Owner: **02 / 02 / 04**
mm dd yy

Street or P.O. Box:

7202 East 8th Avenue

Phone Number:

813-319-3423

City or Town:

Tampa

State:

FL

Zip Code:

33619

Owner Type: ☒ Private

☐ Federal

☐ Municipal

☐ State

☐ Other

Type of Regulated Waste Activity (Mark 'X' in all that apply):**A. Hazardous Waste Activities:****(1) Generator of Hazardous Waste**

(Choose only one of the following three categories.)

- ☒ a. Large Quantity Generator (LQG):
Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of *non-acute* hazardous waste; or Greater than 1 kg (2.2 lbs) of *acute* hazardous waste
- ☐ b. Small Quantity Generator (SQG):
Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of *non-acute* hazardous waste and/or 1 kg (2.2 lbs) or less of *acute* hazardous waste
- ☐ c. Conditionally Exempt SQG (CESQG):
Generates in any calendar month 100 kg/mo or less (220 lbs.) of *non-acute* hazardous waste and 1 kg (2.2 lbs) or less of *acute* hazardous waste

In addition, indicate other generator activities that apply.

- ☐ d. United States Importer of hazardous waste
- ☐ e. Mixed Waste (hazardous and radioactive) Generator

For Items 2 through 7, mark 'X' in all that apply.

(2) Treater, Storer, or Disposer of Hazardous Waste

(at your facility) Note: A hazardous waste permit may be required for this activity.

- ☒ a. Operating Commercial TSD
- ☐ b. Operating Non-commercial TSD
- ☐ c. Non-operating: Postclosure or Corrective Action Permit or Consent Order (HSWA, etc.)

(3) Recycler of Hazardous Waste (at your facility)Specify: ☐ Commercial; ☐ Non-Commercial.

A permit is required for storage prior to recycling.

(4) Exempt Boiler and/or Industrial Furnace

- ☐ a. Small Quantity On-site Burner Exemption
- ☐ b. Smelting, Melting, and Refining Furnace Exemption

(5) Person Authorized to Manage Conditionally Exempt Waste

Generated at Other Facilities - Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.

(6) Underground Injection Control - Mark an 'X' even if the UIC well at your facility does not receive hazardous waste.**(7) ☒ Transporter of Hazardous Waste** [Note: A Certificate of Liability Insurance is required along with this registration.]Registration must be renewed annually. ☐ a. For own waste only ☒ b. For commercial purposes**c. Hazardous Waste Transporter Insurance Information**Insurance Company New Hampshire Insurance Co.Address 70 Pine Street, New York, NY 10270Contact Carolyn Wendorf

Telephone _____

Policy Number CA7557770Expiration date 08-01-2011d. Transportation Mode ☐ Air ☐ Rail ☒ Highway ☐ Water ☐ Other - specify _____e. ☒ Hazardous Waste Transfer Facility: Storage Volume 20,000 gallons and 100 CY☐ Initial notification

The following items are required to be submitted with the initial notification for a transfer facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

- ☐ Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]
- ☐ Evidence of the transporter's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]
- ☐ A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]
- ☐ A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]
- ☐ A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]
- ☐ A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]

☐ Notification of changes in above items☒ Annual update notification

B. Universal Waste (UW) Activities (Mark 'X' in all that apply) ("accumulated" means at any one time):

- ☐ Large Quantity Handler (LQH) = 5,000 kg (11,000 lb) or more of any combination of UW accumulated
- ☒ Small Quantity Handler (SQH) = always less than 5,000 kg accumulated
- ☐ Mercury-containing devices LQH = 100 kg (220 lb) or more accumulated by for-hire handler
- ☒ Mercury-containing devices SQH = less than 100 kg accumulated by for-hire handler
- ☐ Mercury-containing lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler
- ☒ Mercury-containing lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler
- [Note: 4 lamps = 1 kg, 62-737.200(10)]
- ☐ Pharmaceuticals LQH = 5,000 kg or more of universal pharmaceutical waste (UPW) accumulated
- ☒ Pharmaceuticals LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste accumulated
- ☐ Pharmaceuticals SQH = always less than 5,000 kg of UPW and always 1 kg or less of acutely hazardous UPW accumulated

Received

MAR 03 2011

BSHW

(1) For those Managing	Generate/ Accumulate	Transport (see note in instructions)	Handle at Transfer Facility	(2) Enter your estimate of the maximum amount (in pounds) of each type of UW on site or transported at any one time.
a. Batteries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15,000.00
b. Pesticides	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30,000.00
c. Pharmaceuticals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30,000.00
d. Mercury Containing Devices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5,000.00
e. Mercury Containing Lamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8,000.00

(3) Mercury Recovery and/or Reclamation Facility ☐ Note: A hazardous waste permit is required for this activity [Rule 62-737.800, F.A.C.]
[Chapter 62-737, F.A.C.]

(4) Reverse Distributor of UW ☒ Pharmaceuticals ☒ Lamps ☐ Devices ☐

(5) Destination Facility for UW ☐ Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

C. Used Oil Activities:

(1) Used Oil Transporter - indicate type(s) of activity(ies):

- ☒ a. Transporter
- ☒ b. Transfer Facility

(2) ☐ Collection Center(3) ☐ Used Oil Processor (A permit is required for this activity.)(4) ☐ Off-Specification Used Oil Burner(5) ☐ Used Oil Fuel Marketer

(6) Used Oil Filter

- ☒ a. Transporter
- ☒ b. Transfer Facility
- ☐ c. Processor
- ☐ d. End User

(8) Specific Certification to be signed by all Used Oil Transporters

I certify as a Used Oil Transporter that the training program and financial responsibility required under Section 62-710.600, F.A.C., are in place, current and being adhered to. If any modifications have been made to the originally approved training program, they are explained in attachments to this registration form. Evidence of financial responsibility is demonstrated by the attached Used Oil Transporter Certificate of Liability Insurance, DEP form 62-710.901(4), F.A.C.

Signature of Authorized Person

Print Name of Authorized Person

(7) Used Oil Transporters, Transfer Facilities, Collection Centers, Off-Specification Burners and Marketers must pay an annual \$100 registration fee. Used Oil Processors are exempt from this fee. If applicable, enclose a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection.

☒ A check is enclosed.

(9) The records required under the provisions of Rule 62-710.510, F.A.C., are kept at (check one):

- ☒ our mailing (business) address
- ☐ The site (facility) address

EPA ID No.

FLD981932494

9. Other State Regulated Waste Activities:

☐ Petroleum Contact Water (PCW) Handler [Chapter 62-740, F.A.C.]

Note: A water facility permit may be required for this activity.

10. Waste Codes for Federally Regulated Hazardous Wastes: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112).

Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.

1 D001	2 D002	3 D003	4 D004	5 D005	6 D006	7 D007
8 D008	9 D009	10 D010	11 D011	12 D012	13 D013	14 D014
15 D015	16 D016	17 D017	18 D018	19 D019	20 D020	21 D021
22 D022	23 D023	24 D024	25 D024	26 D026	27 D027	28 D028

11. Other Status Changes (Mark 'X' in all that apply):

A. Non-Handler of Regulated Waste at This Facility

- ☐ (1) Business no longer generates, transports, treats, stores, or disposes of hazardous waste
- ☐ (2) Waste generated by business has been delisted.
- ☐ (3) Other (explain) _____

B. Facility Closed

- ☐ (1) Closed at this location and moved or moving to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there.
- ☐ (2) Out of Business - Business closed on _____ (Date). Please provide a contact person, mailing address, and phone number where you can be reached after closing.

Contact _____ Phone _____

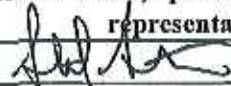
Address _____

City, State, Zip _____

☐ C. Property Tax Default☐ D. Petition for Bankruptcy Protection

12. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. If I have notified as a transfer facility, I am aware that transfer facilities must comply with the requirements of Rule 62-730.171, FAC, and Rule 62-730.182, FAC.

Signature of owner, operator, or an authorized representative



Print Name and Title

Stuart Stapleton

Date Signed (mm-dd-yyyy)

02/22/2011

If the person who filled in this form is not the Facility Contact or Operator, please complete the information below:

(Name of person completing this form)

(Phone Number)

(E-mail Address)

13. Comments:

SEE ATTACHMENT 1 FOR ADDITIONAL EPA WASTE CODES.



PERMITTED HAZARDOUS WASTE CODES

EQ Florida

CHARACTERISTIC WASTE

D001	D002	D003	D004	D005	D006	D007	D008	D009	D010	D011	D012	D013	D014	D015	D016	D017	D018
D019	D020	D021	D022	D023	D024	D025	D026	D027	D028	D029	D030	D031	D032	D033	D034	D035	D036
D037	D038	D039	D040	D041	D042	D043											

HAZARDOUS WASTE FROM NON-SPECIFIC SOURCES

F001	F002	F003	F004	F005	F006	F007	F008	F009	F010	F011	F012	F019	F020	F021	F022	F023	F024
F025	F026	F027	F028	F032	F034	F035	F037	F038	F039								

HAZARDOUS WASTE FROM SPECIFIC SOURCES

K001	K002	K003	K004	K005	K006	K007	K008	K009	K010	K011	K013	K014	K015	K016	K017	K018	K019
K020	K021	K022	K023	K024	K025	K026	K027	K028	K029	K030	K031	K032	K033	K034	K035	K036	K037
K038	K039	K040	K041	K042	K043	K045	K046	K048	K049	K050	K051	K052	K060	K061	K062	K064	K065
K066	K069	K071	K073	K083	K084	K085	K086	K087	K088	K090	K091	K093	K094	K095	K096	K097	K098
K099	K100	K101	K102	K103	K104	K105	K106	K107	K108	K109	K110	K111	K112	K113	K114	K115	K116
K117	K118	K123	K124	K125	K126	K131	K132	K136	K141	K142	K143	K144	K145	K147	K148	K149	K150
K151	K156	K157	K158	K159	K161												

DISCARDED COMMERCIAL CHEMICAL PRODUCTS, OFF-SPECIFICATION SPECIES, CONTAINER RESIDUES AND SPILL RESIDUES THEREOF

P001	P002	P003	P004	P005	P006	P007	P008	P009	P010	P011	P012	P013	P014	P015	P016	P017	P018
P019	P020	P021	P022	P023	P024	P026	P027	P028	P029	P030	P031	P033	P034	P036	P037	P038	P039
P040	P041	P042	P043	P044	P045	P046	P047	P048	P049	P050	P051	P054	P056	P057	P058	P059	P060
P062	P063	P064	P065	P066	P067	P068	P069	P070	P071	P072	P073	P074	P075	P076	P077	P078	P081
P082	P084	P085	P087	P088	P092	P093	P094	P095	P096	P097	P098	P099	P101	P102	P103	P104	P106
P106	P107	P108	P109	P110	P111	P112	P113	P114	P115	P116	P118	P119	P120	P121	P122	P123	P127
P128	P185	P188	P189	P190	P191	P192	P194	P196	P197	P198	P199	P201	P202	P203	P204	P205	

U001	U002	U003	U004	U005	U006	U007	U008	U009	U010	U011	U012	U014	U015	U016	U017	U018	U019
U020	U021	U022	U024	U025	U026	U027	U028	U029	U030	U031	U032	U033	U034	U035	U036	U037	U038
U039	U041	U042	U043	U044	U045	U046	U047	U048	U049	U050	U051	U052	U053	U055	U056	U057	U058
U059	U060	U061	U062	U063	U064	U066	U067	U068	U069	U070	U071	U072	U073	U074	U075	U076	U077
U078	U079	U080	U081	U082	U083	U084	U085	U086	U087	U088	U089	U090	U091	U092	U093	U094	U095
U096	U097	U098	U099	U101	U102	U103	U105	U106	U107	U108	U109	U110	U111	U112	U113	U114	U115
U116	U117	U118	U119	U120	U121	U122	U123	U124	U125	U126	U127	U128	U129	U130	U131	U132	U133
U134	U135	U136	U137	U138	U140	U141	U142	U143	U144	U145	U146	U147	U148	U149	U150	U151	U152
U153	U154	U155	U156	U157	U158	U159	U160	U161	U162	U163	U164	U165	U166	U167	U168	U169	U170
U171	U172	U173	U174	U176	U177	U178	U179	U180	U181	U182	U183	U184	U185	U186	U187	U188	U189
U190	U191	U192	U193	U194	U196	U197	U200	U201	U202	U203	U204	U205	U206	U207	U208	U209	U210
U211	U213	U214	U215	U216	U217	U218	U219	U220	U221	U222	U223	U225	U226	U227	U228	U234	U235
U236	U237	U238	U239	U240	U243	U244	U246	U247	U248	U249	U271	U278	U279	U280	U328	U353	U359
U364	U367	U372	U373	U387	U389	U394	U395	U404	U409	U410	U411						



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

March 31, 2011

Stuart Stapleton
EQ Florida Inc
7202 E 8th Ave
Tampa, FL 33619

BE IT KNOWN THAT

EQ Florida Inc
2002 N Orient Rd
Tampa, FL 33619- 3356

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C.)

The Department of Environmental Protection hereby issues

Registration Number **FLD981932494** on March 31, 2011

Insurance Carrier: **NEW HAMPSHIRE INSURANCE**

Insurance Policy #: **CA7557770**

Insurance Ex. Date: **08/01/2011**

Transporter Type: **FH**

This registration will expire on 06/30/2012

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Aprilia Graves
Engineering Specialist IV
Hazardous Waste Regulation Permitting

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1. OVERVIEW

EQ - The Environmental Quality Company is committed to providing the highest quality environmental services possible and delivering "Best in Class" customer care that sets the standard in the industry. Working closely with our partners, EQ implements solutions that enhance our customer's business while at the same time creating a valuable strategic alliance.

For over fifty years, EQ has been offering a comprehensive line of hazardous and industrial waste management, transportation, industrial cleaning, remediation, recycling and specialized technical services. Our growth is a result of continuous innovation and the effective application of the most reliable environmental technologies. Our services are supported by the most extensive and reliable customer indemnification package available in the environmental services industry.

We employ and train the most technically skilled professionals in the industry. EQ Associates are the key to developing innovative solutions and to exceeding the goals of our customers. We are proud of the fact that our Associates have enabled EQ to lead the industry in customer satisfaction while offering the most complete environmental services.

Our comprehensive menu of environmental solutions sets us apart from all other companies in the field. When our customers face environmental challenges, they know that EQ offers the complete answer.

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2. MISSION STATEMENT, MANAGEMENT SYSTEM POLICY AND PHILOSOPHY

Mission Statement

EQ is committed to being recognized as the best provider of environmental management services. To reach this goal, EQ will use innovative technologies and services that minimize waste volumes, reduce costs and protect the environment. EQ will set the standard for customer service, associate satisfaction and financial stability.

EQ - Management System Policy

We are **committed** to:

- Ensuring a safe and healthy environment for EQ Associates, our customers and the public;
- Complying with all applicable laws, regulations and other requirements to which we subscribe;
- Continually improving our integrated Quality, Environmental, and Health & Safety Management Systems;
- Providing a comprehensive line of environmental solutions by utilizing continual innovation and new applications of current technologies;
- Minimizing the environmental impacts of our services, operations and products, through application of sustainability principles such as recycling, reuse, pollution prevention, emergency preparedness and conservation of materials and natural resources;
- Exceeding our customers' expectations for quality, service and products.
- Educating, training and motivating our EQ Associates because they are the key to applying the management system into our operations, developing new solutions and satisfying our valued customers.

EQ has a comprehensive, corporate-wide Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all employees to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates EQ's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.



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OUR PHILOSOPHY

Environmental Quality is more than a name – it's what we do. We continually measure and improve our performance to exceed expectations and ensure full compliance with all applicable regulatory and associate health & safety requirements.

We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions.

Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

3. COMPANY HISTORY

EQ-The Environmental Quality Company (EQ) is a single source environmental services organization that utilizes over 50 years of experience operating fixed-base industrial waste management facilities to provide a full range of recycling, treatment, disposal, remediation and in-plant services. The privately held corporation, based in Wayne, Michigan, has annual revenues approaching \$250 million and is one of Michigan's largest environmental services companies. The organization employs approximately 700 technicians and environmental professionals, working at 22 locations in the United States.

EQ-The Environmental Quality Company began in 1957 as an extension of an excavation and sewer installation business. A small landfill in southeastern Michigan – Wayne Disposal, Inc. (WDI) – was opened and strong relationships were built with waste haulers as EQ began operating additional sites:

1974- Michigan Disposal Waste Treatment Plant (MDWTP) was built to provide a waste disposal solution for municipal and industrial wastewater treatment plants that were having a difficult time disposing of their treatment sludge. A modern treatment facility was constructed after the promulgation of RCRA in the early 1980s and today MDWTP is the largest treatment and solidification facility (by volume) in the United States, processing both process and remedial waste streams. MDWTP has also been certified to accept CERCLA (Superfund) waste by the U.S. E.P.A. since 1992.

1982 - Wayne Disposal, Inc. (WDI) received its first RCRA permit and currently operates the only commercial hazardous waste landfill in the state of



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Michigan and the only TSCA permitted landfill in the Midwestern United States. Because of WDI's exemplary safety and compliance record, the company was the first in the nation to secure environmental liability insurance for a hazardous waste landfill facility.

- 1986** - EQ continued to expand its capabilities by acquiring EQ Resource Recovery, Inc. (EQRR). This allowed EQ to add the recycling of organic solvent materials as well as fuel blending, chemical recycling, wastewater treatment and oil-water treatment to its line of services.
- 1997** - EQ Industrial Services, Inc. (EQIS) was launched with the addition of more than 200 pieces of highly specialized industrial cleaning and maintenance equipment. Now EQ could also offer in-plant, industrial cleaning and maintenance services to its customers.
- 1998** - EQ Airport Services (EQAS) was developed as a division of EQRR to provide glycol recycling and storm water management services to aviation clients.
- 2000** - The EQ Total Waste Management Division was created. This division of EQIS provides in-plant, total waste management to large industrial companies.
- 2001** - The EQ Emergency Response Team expanded to provide 24-hour spill response across the United States and Canada.
- 2003** - EQ acquired Franklin Environmental Services in Wrentham, Massachusetts. The company was renamed EQ Northeast and provides decontamination, industrial cleaning, remediation, emergency response, asbestos abatement, waste transportation and waste disposal services.
- 2004** - EQ acquired the assets from several US Liquids locations. EQ Detroit, Inc. (formerly USL Detroit) gives EQ additional treatment capacity and operational flexibility in the highly industrialized upper Midwest. EQ Florida, Inc. (formerly USL Florida) is a RCRA Part B permitted TSDF that provides lab pack, HHW and LTL logistical services for industrial and municipal clients in Florida and Georgia. EQ Augusta Inc. located in Georgia, is a non-hazardous wastewater treatment plant. And EQ Mobile Recycling Services, Inc. (formerly First Source, Inc.) is a fleet of mobile solvent recycling trucks serving industrial clients in the eastern half of the country.



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2006 - EQ acquired the assets of Angus Tank Cleaning Corporation of New Jersey. The company – renamed EQ Terminal Services - has over 30 years of experience focused on cleaning petroleum and chemical tanks and provides a wide range of additional services, including waste disposal, emergency response and industrial maintenance services. The acquisition further strengthens EQ's eastern United States marine terminal operations. EQ Terminal Services Division services several major petroleum terminals around New York Harbor including a 520-acre Bayonne facility in the largest chemical distribution point on the east coast. Terminal Services' experience, quality reputation and strong client base compliment EQ's existing service capabilities. This addition continues a trend of strategic acquisitions and Greenfield startups that has given EQ a national presence.

2008 - EQ Dallas was opened as a gateway to providing quality environmental services in the western half of the country. As EQ's customer base continues to expand nationally, this strategic growth will continue to enhance EQ's service capabilities. EQ Dallas provides consolidation of non-bulk loads, drum management services, transportation and hazardous/nonhazardous waste disposal.

The EQ Baltimore Service Center was also added in 2008 to handle the ever increasing demand for environmental services in the Northeast. EQ Baltimore operates with a fully trained and experienced staff, utilizing an extensive fleet of specialized equipment to handle all levels and types of environmental services. EQ Baltimore provides the following services: hazardous and non-hazardous waste transportation and disposal, including bulk tanker and drum quantities; industrial cleaning and maintenance services; site remediation services, including turnkey project management of contaminated sites; UST and AST remediation services; lab packing and small quantity chemical management services.

2009 – EQ de Mexico was incorporated to support the expansion of services related to the North American Total Waste Management (TWM) contracts based in Monterrey, Nuevo Leon. Driven by a senior management team with expert knowledge of Mexican & USA regulations, EQ de Mexico has the abilities to expand its service offerings across the country.

2010 – EQ acquired Envirite, which included all waste treatment, transportation, service and recycling operations at Envirite of Ohio (Canton), Envirite of



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Illinois (Harvey) and Envirite of Pennsylvania (York). With over 35 years of experience, Envirite specializes in the treatment and recycling of metal bearing liquids and solids. This includes contaminated solids, debris, liquid and dry waste recovery. Services provided by Envirite include inorganic solid and liquid waste, transportation services, drum waste management, metals recycling, technical services and remediation services. Envirite also possesses a unique federal delisting certification at its three facilities. This delisting is the result of demonstration to the EPA that Envirite's proprietary treatment process converts fifteen types of listed inorganic waste into non-hazardous residues. The facilities are now known as EQ Ohio, EQ Illinois and EQ Pennsylvania.

EQ also acquired a hazardous waste treatment facility from A Clean Environmental (ACE) in Tulsa, OK. This facility is a RCRA permitted hazardous waste treatment, storage and disposal facility that can accept and manage nearly all waste types and waste codes in drum and bulk containers. This includes treatment of both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded chemicals, rinse waters, degreasers, coolants and other processing waste suitable for on-site treatment. Other services offered include transportation, emergency response and industrial cleaning. The facility is now known as EQ Oklahoma.

2010 - EQ continues to be the leader in the environmental services industry. We use innovative technologies and services that minimize waste volumes, reduce costs, and protect the environment. EQ has the flexibility to tailor its services to meet the needs of our customers and to ensure superior service. This combination of historical presence, technical innovation and flexibility has defined EQ's commitment to setting the industry standard for customer service, associate satisfaction and financial stability.



4. CUSTOMER EXPERIENCE MEASUREMENT

The EQ Customer Experience Measurement (CEM) maintains our focus across the entire corporation on our customers and the services that we provide them. Our mission statement states that we will "set the industry standard for customer service." CEM is our tool used to reach that goal. The CEM program is structured to focus on metrics that will provide feedback to all aspects of the EQ organization.

The goals of the program are as follows:

- Provide timely data to the corporation regarding system performance, as it relates to customer satisfaction.
- Create metrics that reflect operational performance and track improvements.
- Create reports that are accessible and useful management tools for review on a regular basis, with implementation of appropriate action plans/follow-up on issues.

This approach breaks the customer experience into four key sections of our customer interaction. The section weighted average and what will be measured in each section is as follows:

1. **Service Initiation**
2. **Service Execution**
3. **Service Completion**
4. **Customer Perception**

CEM scores are communicated on a monthly basis via e-mail, posted on communication boards and reported in management meetings.

Of course, there are many other accomplishments that EQ is proud of and our highly qualified team of professionals is committed to continuous improvement. EQ and its associates continue to set new standards for the waste management industry and gain recognition for the company as the industry leader in quality and total customer satisfaction.

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5. EQ BENEFITS

EQ – THE ENVIRONMENTAL QUALITY COMPANY is a fully integrated environmental services organization with over 50 years of experience in the design, construction and safe operation of state-of-the-art recycling and waste management facilities. EQ and its related entities also offer a full range of high quality environmental services, including:

- Total Waste/Resource Management
- Recycling – Universal Waste, Mobile Solvent Recycling, Metals Recovery
- Industrial Cleaning and Maintenance
- Remediation Planning and Execution
- Emergency Response Services
- Lab Packing Services
- Hazardous & Nonhazardous Waste Treatment and Disposal
- Waste Transportation Services
- Household Hazardous Waste Collection Events
- Retail Waste Solutions
- Thermal Desorption
- Aircraft Deicing Fluid Recycling

This unique combination of fixed-based facilities with extensive service capabilities allows EQ to manage all waste streams from the point of waste generation, through transportation and final disposition. All environmental services can be managed by one organization - **reducing costs and minimizing liability** - as part of the only truly integrated service and recycling and disposal package in the environmental industry.

EQ understands that each customer is unique. Rather than forcing our customers to fit into our programs, we tailor our services to meet their needs. With our comprehensive line of services, including our backbone of recycling, treatment and disposal facilities, we are able to help our customers meet their environmental sustainability goals.



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Commitment to Customer Value

The qualities that set EQ apart from its competitors:

- **Safety** – EQ is committed to providing a safe and healthy work environment for our associates and customers. This is done through the implementation of a corporate wide safety management system and a behavior based safety program.
- **Service** – EQ is committed to providing the highest quality environmental services possible and delivering "Best in Class" customer care that sets the standard for the industry. Utilizing a Single Point of Contact (SPOC), customers are ensured that their needs are met with one phone call. The SPOC has the ability to manage all operational elements of the customer relationship through an extensive network of EQ resources.
- **Solutions** – EQ is committed to providing a comprehensive range of solutions that meet any environmental need. We work with our customers every step of the way to develop feasible alternatives and identify the most compliant & cost effective options.

Protection of Your Present & Future Liability

Customer Indemnification

EQ provides its customers with the highest indemnification in the industry. EQ contractually agrees to indemnify, defend and hold its customers harmless for damages, claims, fines and other losses (asserted by persons or governmental agencies) resulting from EQ's negligent or intentionally wrongful acts, errors or omissions. This indemnification covers all waste we treat and dispose of for our customers, whether we dispose of it in our own landfills or one of our audited and approved third party disposal facilities. The indemnification is backed by our excellent insurance program outlined below.

Financial Strength

EQ's strong customer indemnification is backed by considerable financial strength as a result of a very sound business plan, a healthy balance sheet, strong profitability and conservative accounting practices. While EQ's financial statements are not publicly available, customers may review such statements once the customer executes EQ's standard confidentiality agreement.





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Insurance Coverage

EQ's standard insurance policies include \$50,000,000 in Pollution Legal Liability coverage. This policy covers EQ and additional insured customers from losses resulting from certain pollution conditions, including on-site and off-site releases, owned and qualified non-owned facilities, transportation, processing, and disposal. The policy provides indemnification for our customers from CERCLA liability associated with EQ's operations.

EQ also maintains \$30,000,000 of insurance to cover costs associated with regulatory mandated RCRA closure and post closure obligations at our permitted facilities. This insurance exceeds our estimate of these obligations and ensures our customers that EQ will have the financial resources to properly deal with its long-term liabilities.

EQ continually measures and improves our performance in order to exceed expectations and ensure full compliance with all applicable regulatory and health & safety requirements. We approach every client relationship as a partnership and are committed to being the industry leader in providing high quality services that minimize client costs and liabilities, while setting the standard for innovation and client-focused solutions. Integrity and mutually beneficial partnerships with our clients, associates and host communities are the core values that drive our business.

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6. SCOPE OF SERVICES

In-Plant Services

Total Waste/Resource Management
Drum Pad Management
Wastewater Facilities Maintenance
Preventative Cleaning & Maintenance
Equipment Cleaning
Pollution Prevention

Industrial Cleaning & Maintenance

Wet & Dry Vacuuming
Vacuum Sweeping
Water Blasting (3,000-36,000 psi)
Sewer & Drain Cleaning
Pit, Tank & Process Pipe Cleaning
Paint System Cleaning
Duct & Plant Air System Cleaning
Confined Space Entry

Waste Transportation

Stainless Steel Vacuum Tankers
Bulk Liquid Tankers
Dump Body Vac Trucks
Roll-Off Systems (open & closed top)
Vac-On Boxes
Frac Tanks
Drum & Container Hauling

Sewer Maintenance

Jet Rodder Cleaning
Video Inspection

Landfill Services

RCRA Disposal
TSCA Disposal
NORM/TENORM Disposal
Subtitle D Disposal (off site)

Remediation Services

Site Assessment & Surveying
In-Situ Treatment
Excavation
Solidification
Dewatering
Facility Decontamination
Transportation
Recycling, Treatment & Disposal
Site Restoration
Brownfield Redevelopment
UST Removal
Project Management

Emergency Response

24-hour Spill Response
Level A, B, C Protection
Product Transfers
General Railcar Maintenance
Spill Contingency Planning
Yearly Service Agreements
Nationwide Service Contracts

Waste Treatment

Stabilization
BDAT Treatment
Chemical Oxidation
Chemical Reduction
Deactivation/Neutralization
Micro & Macro Encapsulation
Pozzolonic Stabilization
Subpart CC Treatment
Thermal Desorption
Delisting of Hazardous Waste

Healthcare Solutions

Pharmaceutical Waste
DEA II-V Controlled Substances
Lab Packing

Resource Recovery

Metals Recycling
Chemical Recycling
Oil-Water Separation
Oil Recycling
Wastewater Treatment
Fuel Blending
Aircraft Deicing Fluid Recycling

Specialized Services

Lab Packing
Waste Sampling & Analysis
Manifesting & Labeling
RCRA/TSCA/DOT Training
Waste Minimization Studies
Regulatory Compliance
Household Hazardous Waste

Service Centers

Indianapolis, Indiana
Atlanta, Georgia
Detroit, Michigan
Wrentham, Massachusetts
Baltimore, Maryland
Dallas, Texas

Universal Waste

Pack Back Mail-back Program

Retail Waste Solutions

Waste Characterization
Waste Classification
Compliance Program
Real-time IT Data
Segregated Waste Program
Exterior Beautification





7. RELATED COMPANIES

EQ AIRPORT SERVICES is a full-service storm water management and environmental services partner utilizing unique programs to fit the special needs of each aviation client. This division of EQRR has designed, constructed and currently operates deicing fluid collection and on-site processing systems at Salt Lake City, Pittsburgh and Minneapolis-St. Paul International airports. EQAS also manages the deicing fluids from many other major airports within the Great Lakes Region, including Detroit, Cincinnati, Grand Rapids, Cleveland and Albany. This fluid is recycled into a >99% pure material that is sold to various industrial users.

EQ AUGUSTA, INC. provides non-hazardous wastewater treatment for industrial clients. Based in Augusta, Georgia, the facility was recently updated to comply with the Federal Centralized Wastewater Treatment discharge standards.

EQ DETROIT, INC. offers essential treatment services for hazardous and non-hazardous liquids, solids, sludges, and debris. The facility is a RCRA Part B permitted facility that can handle nearly all federal and state of Michigan waste codes. EQ Detroit treatment technologies include oil/water separation, chemical oxidation, and biological and chemical precipitation. The stabilization plant consists of seven large treatment vaults, which are accessible by truck and rail. EQ Detroit is ISO 9001/14001 certified.

EQ EMERGENCY RESPONSE has the resources to handle emergency spills from start to finish - from spill reports, profiling and waste analysis to treatment and disposal options. Trained, experienced professionals staff our Emergency Response Service 24-hours a day, 7 days a week. EQER services are available nationwide and can also provide product transfers, spill contingency planning, and yearly service agreements. EQER is ISO 9001/14001 certified.

EQ FLORIDA, INC. offers a single source option for your waste management needs. This RCRA Part B facility can manage nearly all waste codes and specializes in lab packing, small quantity services including LTL, and household hazardous waste management. Additional services include remediation and industrial cleaning and maintenance.

EQ ILLINOIS is a technological leader in the treatment of inorganic wastes and metals recycling services. EQIL services a wide range of generator companies nationwide who depend on us for our innovative treatment technology, competitive prices, unsurpassed customer service, reliable transportation and lab



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services, and consistently proven results. EQIL's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residues. As a result, RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ INDUSTRIAL SERVICES, INC. is a turnkey environmental services company, specializing in industrial cleaning and maintenance, waste transportation, and environmental management services. EQ's On-Site Services Group, Remediation Services, Emergency Response Services, Systems Installation Management Group and Regional Service Centers are all divisions of EQIS. EQIS is ISO 9001/14001 certified.

EQ DE MEXICO offers expert environmental management services which include: total waste management programs (onsite/remote), project management, remediation services, industrial cleaning and maintenance, waste transportation/disposal and environmental assessment services.

EQ MANAGED SERVICES provides Total Waste Management programs, which delivers volume and cost reductions by focusing on the "Reduce, Reuse, Recycle" philosophy. This division also implements and manages Environmental Management Systems (EMS) for companies that are registering for ISO 14001. EQ MANAGED SERVICES also provides Lab Packing services as well as Household Hazardous Waste collection events across Michigan.

MICHIGAN DISPOSAL WASTE TREATMENT PLANT is the largest stabilization and treatment facility in North America (by volume) with the ability to process hazardous and non-hazardous materials through stabilization, chemical oxidation/reduction, deactivation, encapsulation and other permitted technologies. MDWTP manages more than 600 federal and state waste codes. The plant also features a Regenerative Thermal Oxidation (RTO) system and is the only treatment and stabilization facility in North America that is fully compliant with RCRA Subpart CC emissions standards. This allows MDWTP to treat organic waste streams with high concentrations of Volatile Organic Compounds (above 500 ppm) for much less than the cost of incineration. MDWTP is ISO 9001/14001 certified.

EQ MOBILE RECYCLING SERVICES, INC. operates a fleet of mobile solvent recycling stills that provide on-site recycling services throughout the eastern United States. The trailer-mounted stills are self-contained units that perform solvent distillation at the point of generation. Waste solvents are processed in 500-7500 gallon batches and clean solvent is returned to the operation.

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EQ NORTHEAST, INC. has been a leader in the transportation and remediation of hazardous wastes for over 25 years. EQNE's environmental expertise extends to all types of remedial actions including contaminated soil excavation, underground storage tank removal and installation, chemical lagoon closures, facility decontamination, PCB abatement and radioactive material containment, excavation, and removal.

EQ OHIO is a technological leader in the treatment of inorganic wastes and metals recycling services. EQOH's treatment process converts hazardous inorganic wastes into non-hazardous, delisted residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized.

EQ OKLAHOMA is a RCRA permitted TSDF facility that can manage nearly all waste codes in drum and bulk containers. The facility consists of treatment operations for both hazardous and non-hazardous wastewaters and solids. Waste accepted includes spent acids and caustics, chemical process wash water, off-specification or discarded commercial chemicals, rinse waters, degreasers, coolants, wastes suitable for fuel blending, petroleum contaminated waters, and other wastes suitable for treatment on-site.

EQ PENNSYLVANIA specializes in a delisting process which converts hazardous inorganic wastes into non-hazardous residuals. As a result, customers' RCRA hazardous waste liabilities are eliminated and other long-term risks associated with disposal are minimized. EQPA also specializes in the recovery of valuable metal residues from selected waste streams. Working with CD&E Refining, EQPA is able to recover precious metals at a fully permitted, dedicated onsite building.

EQ REMEDIATION SERVICES provides a variety of specialized remedial and in-plant services designed to meet specific customer needs. These services include site assessment, remedial action planning, waste sampling, remediation, CERCLA closure requirements, liability buyout and assumption projects, and Brownfield redevelopment.

EQ RESOURCE RECOVERY, INC. is a RCRA Part B approved, ISO 14001 certified, chemical recycling facility. EQRR primarily recycles aircraft deicing fluid from the EQ Airport Services Division. This fluid is recycled into a >99% pure material that is sold to various industrial users. EQRR is direct rail served and

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also supports projects being transported via rail that are destined for MDI and WDI for treatment and landfill disposal.

EQ SERVICE CENTERS provide nonhazardous waste processing via phase separation, bulking and disposal; universal waste sorting, bulking and final disposition; ten day transfer for nonhazardous, non-regulated and hazardous materials; RCRA empty drum handling; and scrap metal recycling. This division of EQIS has locations in Detroit, MI; Indianapolis, IN; Atlanta, GA; Wrentham, MA; Baltimore, Maryland; and Dallas, Texas.

EQ SYSTEMS INSTALLATION MANAGEMENT offers a broad range of systems installation options such as Remediation System Installation, Environmental Site Clean-Up, and UST and AST Services. Our staff of technical professionals is committed to continuous research, training, and development to ensure that your project meets or exceeds environmental and OSHA requirements.

WAYNE DISPOSAL, INC. is the only commercial hazardous waste landfill in Michigan and the only landfill in EPA Region V permitted to accept PCB contaminated wastes. WDI's state-of-the-art containment cells feature double composite liners comprised of natural clay, two 80-mil HDPE plastic liners and two leachate collection zones. WDI is ISO 9001/14001 certified.

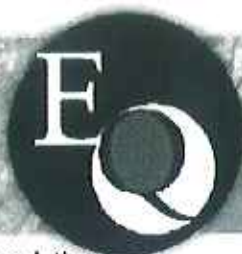
To support these operations and service lines, EQ has assembled a nationally recognized team of professionals in areas of operations, management, treatment technologies, industrial cleaning, regulatory compliance, health and safety, information systems, and other related functions. EQ associates have developed systems to profile, characterize, approve, and receive 500,000 gallons of waste and 1000+ containers from hundreds of generators daily. The tracking and record keeping system prepares and tracks approval, processing, and manifest records from over 10,000 active files daily.

EQ managers and associates are members of committees and associations that affect the development and implementation of numerous compliance and regulatory concerns. These systems and resources are functional and in place now to support EQ customers.

Through the operation of numerous fixed-base permitted hazardous waste TSDF's, accumulation storage areas, and satellite accumulation sites, EQ has vast experience with federal, state and local requirements. To support these operations EQ maintains systems for the purchase and management of all



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equipment, supplies, repair, maintenance, and fabrication needed for real time,
cost effective operations.

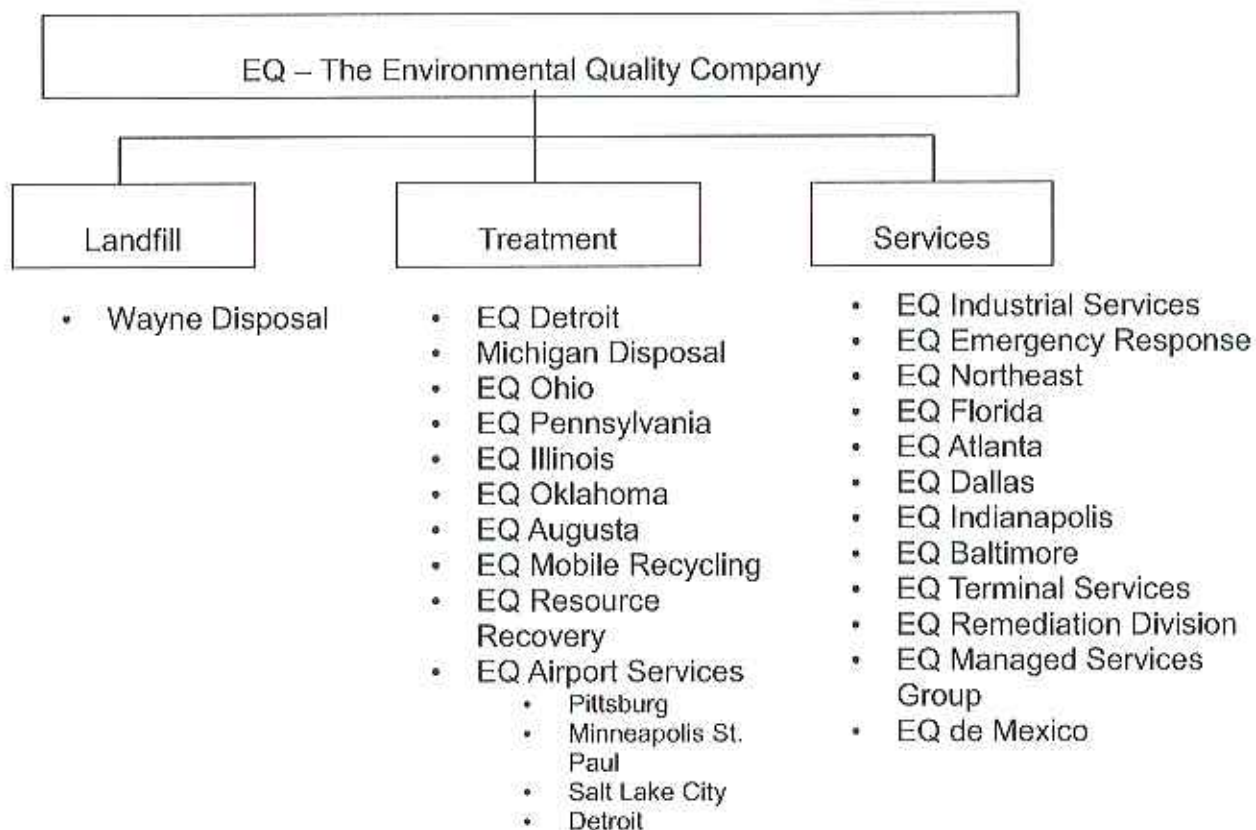
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WWW.EQONLINE.COM



8. ORGANIZATIONAL CHART





9. EXECUTIVE BIOGRAPHIES

DAVID M. LUSK - PRESIDENT and CEO

David M. Lusk is the President and CEO of EQ. Previous positions at EQ include President of Hazardous Waste Operations. Lusk has 22 years of experience managing hazardous waste operations.

Lusk previously worked for eight years as EQ's vice president of operations at Michigan Disposal Waste Treatment Plant and Wayne Disposal Hazardous Waste Landfill before leaving to join Republic Waste Industries in Cleveland, Ohio. He was vice president of Midwest operations at Republic, supervising all hazardous waste operations.

Lusk rejoined EQ in 1994 and is currently responsible for all aspects of the organization's operations including EQ's 24 facilities across the country, transportation services, industrial services, airport services, and remediation services.

Lusk earned Bachelor of Science degrees in Chemistry and Cellular and Molecular Biology from the University of Michigan. He also earned a Masters of Business Administration from Eastern Michigan University.

KENNETH W. WUNDERLICH - CHIEF FINANCIAL OFFICER

Ken Wunderlich is the Chief Financial Officer of EQ – The Environmental Quality Company and its related entities. In this role, he has responsibility for the Finance, Accounting, Human Resources, Information Technology, and Purchasing departments.

Wunderlich brings 21 years experience as a financial executive with a number of leading global companies. Prior to joining EQ in June 2003, Wunderlich spent 15 years with Procter & Gamble (P&G) in several of their consumer products business units.

Most recently, he was Global Finance Director of P&G Global Business Systems, where he successfully led a worldwide restructuring of financial systems and work processes. Prior to this he was Controller of P&G's \$700M pharmaceutical subsidiary. He also has experience with Hewlett-Packard and M&M/Mars.





Wunderlich brings a wealth of experience at managing large, complex business operations. He has experience in a wide range of business functions, including strategic planning, acquisitions, outsourcing, systems implementation, business unit management, financial analysis, and control.

Wunderlich earned a B. A. in Economics from the College of William and Mary in Virginia, where he graduated with honors, and an M.B.A. in Finance from the University of Chicago.

SCOTT J. MARIS - VICE PRESIDENT OF REGULATORY AFFAIRS

Scott J. Maris brings over 20 years of experience to his position as EQ's vice president of regulatory affairs. Maris joined EQ in 1994 as the Technical Manager and was subsequently promoted to Regulatory Affairs Manager and then to Vice President of Regulatory Affairs.

Maris has a Bachelor of Science degree in Environmental Biology from Ohio University with graduate study in Botany. He is a member of the Environmental Technology Council, Chairman of the LDR Committee, Vice Chairman of Permitting and PCB Committees, the Environmental Management Association, and the Air and Waste Management Association.

His responsibilities over this tenure have included:

- Ensuring compliance with applicable environmental, health and safety requirements.
- Writing, negotiating, obtaining and implementing required State, Federal and local air, water and waste management permits and permit modifications.
- Managing the tracking, analysis and implementation of new and developing regulations.
- Administering compliance and permitting programs for all EQ operations.
- Directing EQ's governmental affairs and serving as the company's chief lobbyist and primary contact with State, Federal and local elected officials.



**THOMAS R. SCHUCK - EXECUTIVE VICE PRESIDENT, EQIS**

Thomas R. Schuck brings nearly 25 years of business and financial experience to his position as executive vice president of EQ Industrial Services, Inc. where he has operational responsibility for a comprehensive line of environmental service companies that generate approximately \$50 million in annual revenue.

Schuck joined EQ in 1998 as chief financial officer to oversee all EQ financial operations as well as human resources, information systems and procurement.

Prior to joining EQ, Schuck held the position of controller and vice president of administration for Murray's Discount Auto for 14 years and was instrumental in the chain's addition of 61 new retail stores during his tenure.

Schuck played an important part in their growth by managing the financial group and directing the human resources, information systems, inventory control, and sales audit functions. Prior to this, he worked as a supervising senior CPA for a national public accounting firm for 4 years.

Schuck earned a Bachelor of Science degree in Business Administration from Central Michigan University, majoring in Accounting. He is a member of the American Institute of Certified Public Accountants (AICPA) and the Michigan Association of Certified Public Accountants (MACPA).

MARIO ROMERO - VICE PRESIDENT OF OPERATIONS

Mario Romero is Vice President of Operations. He is responsible for EQ operations consisting of Wayne Disposal, Michigan Disposal, EQ Detroit, EQ Resource Recovery and Wayne Energy. He joined the company in 2009.

Previously to EQ, Mr. Romero was President and CEO of WOW Energy, Inc. and a co-founder of the company. He previously held executive positions at Energis LLC, a wholly owned subsidiary of Holcim US, Safety-Kleen, Corp., Philip Services, Corp. and The GNI Group, Inc. Mr. Romero has over 25 years experience in the energy, industrial services and environmental industries, primarily in alternative fuels, renewable energy, recycling, reuse and resource recovery. He has distinguished himself, domestically as well as internationally, through the successful execution of startups; operational turnarounds, business development and integration of acquired businesses.





Mr. Romero holds an MBA from the University of Chicago and an MS and BS in Chemical Engineering from Illinois Institute of Technology. He is a Professional Engineer in the State of Illinois, an Adjunct Professor at Cleary University and a Member of the American Institute of Chemical Engineers. He is proficient in five languages, including Spanish, German, French and Portuguese and has served as Director on several private company Boards. Mr. Romero is a member of Rotary International and has been an officer with clubs in Sugar Land, TX and Ann Arbor, MI.

ROBERT L. WHEATLEY - VICE PRESIDENT OF SALES AND MARKETING

Robert L. Wheatley joined EQ in 1992 as a corporate account executive servicing the automotive industry with a special emphasis on Ford Motor Company.

In two years Wheatley was promoted to senior account executive with responsibilities that included corporate account management and regional accounts. In his third year with the company, Wheatley was promoted to national sales manager and quickly developed a national sales force and supporting customer service group.

In 1998 Wheatley was promoted to his current position as vice president of sales and marketing. Prior to joining EQ, Wheatley worked as a research chemist and pilot plant specialist with Karlshamns USA in Columbus, Ohio, working on specialty resins and coatings.

Wheatley earned a Master of Business Administration at the University of Michigan – Ross School of Business in 2009. He also holds a Bachelor of Science degree in Chemistry from Ohio State University with a minor in mathematics.





10. EQ INFORMATION TECHNOLOGY

EQ personnel manage all projects and services through our proprietary software. The system is designed to help both EQ and our customers manage and monitor all of the services provided.

Major EQ Technology Benefits Include:

Integration: Our system has been designed to allow easy exportation of data, in order to allow us to create a seamless integration with customer's current data tracking system.

Environmental Compliance: Federal and State regulations.

Custom Invoices: Invoices can be configured to meet specific customer requirements.

On-line Tracking: Information on shipments can be accessed from anywhere through an internet connection.

Cost Reduction/Goal Attainment: The software provides detailed data essential in helping personnel make informed choices towards reducing overall costs and achieving desired goals, such as increasing the amount of material recycled.

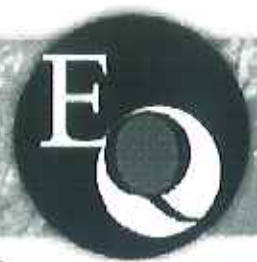
Paperwork Reduction: Our application focuses on efficiently managing the business process through single information entry points, eliminating the need for duplicate data entry. For example our software is equipped with the ability to prepare and electronically create manifests. Information regarding each waste shipment is only entered into the system one time. Once entered, the data can be transferred automatically to a manifest. This feature frees up valuable staff time and resources, rather than requiring re-entry of the same data multiple times.

Contract Compliance: Customer contract terms can be integrated in to the system there by assisting EQ personnel in complying with contract requirements and agreed upon terms.

Online Services: Our website offers secured access to service information, when you need it.



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Future: EQ has its own development staff which allows us to continually enhance our applications to meet ever changing customer needs.

11. HEALTH AND SAFETY

The objective of EQ is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

EQ Management System

EQ has a comprehensive, corporate-wide Quality, Environmental, Health and Safety management system. This system uses uniform documented processes and policies for all employees to follow consistently at all times, as well as certification to the ISO 9001, 14001 and OHSAS 18001 standards. This management system demonstrates EQ's dedication to all QEHS processes to ensure consistent operations in all areas, establishing an organized, disciplined work environment.

Behavioral Based Safety Program

The BBS program promotes safety using behavioral psychology. The program involves; using a systematic, ongoing process that defines a finite set of behaviors that reduce the risk of work-related injury; collecting data on the frequency of critical safety practices and then, ensuring that feedback and reinforcement encourage and support those critical safety practices. Employees conduct observations and provide feedback to associates within their work area. These observations provide data that is used for problem recognition, problem-solving, and continuous improvement.

Aim for Blue Program

Our safety program is continually measured at EQ by our "Aim for Blue" program. Each EQ division is scored on a monthly basis on safety measurements, with the highest score being blue. These measurements are posted at each location and discussed at monthly top-level management meetings. Programs such as these have helped lower our rates by making people accountable for their actions as well as having a constant reminder about safety issues. Aim for Blue measurements include:





- Monthly Safety Committee Meetings;
- Incident Review Team (IRT) Meetings - IRTs are required on incidents based on pre-determined criteria and within a certain time after an incident/near-miss
- Internal Inspections - Internal inspections are required monthly for all facilities;
- BBS Observations - A pre-determined number of Behavior Based Safety (BBS) observations are to be conducted each month at each facility;
- TRIR and DART - Total Recordable Incident Rates (TRIR) and Days Away and Restricted Rates (DART) are looked at each month for each facility, projected out for the year, compared to EQ corporate goals and graphed for trend analysis
- EQMS Meetings - A majority of EQs facilities are ISO 9001 (Quality) and 14001(Environmental) certified with some now being OHSAS 18001 (Health & Safety) certified;
- Monthly meetings regarding corrective actions and continual improvements are required;
- Compliance Calendar review - Each facility representative reviews a facility specific compliance calendar each month to make sure all permit requirements, inspections, regulatory obligations, etc. are being completed
- EQMS Auditing Each facility is internally audited at least monthly to make sure we are compliant with our ISO Management Systems
- QEHS Training - EQ's Quality, Environmental, Health & Safety (QEHS) Department distributes different training modules on various topics to all EQ employees.

Safety Training

EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.

Training must include EQ health and safety orientation for new employees plus any additional training specific to the nature of hazards on the job; employees must complete this training before they can work unsupervised. All new employees must attend the new employee orientation within the first week of employment.



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OSHA and other federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, Personal Protective Equipment, confined space hazards, and certification for using material moving equipment such as forklifts and overhead cranes. Employees who perform confined space rescue are required to have CPR and First Aid certification.

Training not provided by Health & Safety Department, such as on-the-job training, is the responsibility of supervision. This includes information on procedural changes or system modifications that impact safety. The Health & Safety Department provides several health and safety training courses, technical assistance on training needs, and resources to help supervisors fulfill their training responsibilities. An announcement describing health and safety courses offered by the Safety Officer is posted monthly. Educational resources such as fact sheets, hazard summaries, and other written materials, as well as videos and slide shows, are available from the Health & Safety Department.

All health and safety training is documented. Supervisors note the participants' names, topics discussed, instructor(s), and date. The Safety Department maintains these training records in EQ's training database, which is available for on-site review to our customers.

It is the policy of EQ-The Environmental Quality Company that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of the management of EQ to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

EQ policy and federal law require that all EQ employees receive appropriate health and safety training. Managers are responsible for ensuring that employees under their supervision receive this training so that they are fully informed about possible occupational health hazards and know how to work safely.



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12. PROJECT EXPERIENCE – Available upon request.

13. REFERENCES – Available upon request.

14. INSURANCE CERTIFICATE





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC#:
INSURED EQ-The Environmental Quality Company 36255 Michigan Ave Wayne, MI 48184	INSURER A: Chartis Specialty Lines Insurance 26883-001 INSURER B: New Hampshire Insurance Company 23841-002 INSURER C: Chartis Specialty Lines Insurance 26883-002 INSURER D: Illinois National Insurance Company 23817-001 INSURER E: Chartis Specialty Lines Insurance 26883-007 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17230519

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUDR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY: <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY: <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$100,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PROP57666391	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA7557770 CA1955437	8/1/2011 8/1/2011	8/1/2012 8/1/2012	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PROU57666618	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC006506646	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Legal Liability			PL92673560	8/1/2009	8/1/2012	\$35,000,000 Each Incident \$35,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
See Attached

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED EQ-The Environmental Quality Company 36255 Michigan Ave Wayne, MI 48184
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
EFFECTIVE DATE: See First Page		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Contractors Equipment
 Issuing Carrier: AGCS Marine Insurance Company
 NAIC-Loc: 22837-001
 Policy Number: MXI93021643
 Policy Term: 8/1/2011 - 8/1/2012
 "All Risk" subject to policy conditions
 \$13,235,203 Scheduled Limit
 \$500,000 Leased/Rented Equipment

Excess Pollution
 Carrier: Illinois Union Insurance Company
 Policy Number: EXCG24881209001
 Policy Term: 8/1/2009 - 8/1/2012
 Limits:
 \$15,000,000 Ea Claim
 \$15,000,000 Ea Aggregate